City of Rockville
Rockville, Maryland

RE-SOLICITATION

REQUEST FOR PROPOSAL 38-17
Water Utility Billing Software

Proposals Due by 2:00 P.M., FRIDAY, JUNE 16, 2017

ISSUED BY:
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL 38-17
Water Utility Billing Software

Sealed proposals addressed to the City of Rockville, Maryland to provide Water Utility Billing Software will be received at Rockville City Hall, Procurement Division, Attention: Jonathan Pierson, Principal Buyer, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (Eastern), on Friday, June 16, 2017**. No proposals will be accepted after that time.

The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be rejected and returned.

RECEIPT AND HANDLING OF PROPOSALS
The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS
The proposal documents are available several ways:

Download the document from the City website at http://www.rockvillemd.gov. Click on bids and proposals.

Visit the Procurement Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING
No pre-proposal meeting is scheduled for this project.

SUBMITTAL OF QUESTIONS
Prospective offerors are requested to submit any questions no later than **2:00 PM (Eastern), on Friday, May 26, 2017,** to Jonathan Pierson, Principal Buyer, via e-mail at jpierson@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

SITE LOCATION
Primarily Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

NOTICE TO BIDDERS
"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate of foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY
Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION
Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED
Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. The City will not process payments if this form is not completed and submitted to the Procurement Division.

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SECTION I

Introduction/Overview

A. Purpose/Objective

The City of Rockville ("City") is requesting sealed proposals from interested and qualified proposers for Utility Billing Software ("UBS"). The proposed solution should accommodate all current City utility billing processes and procedures, and be flexible enough to accommodate reengineered processes. The City uses the UBS to bill customers primarily for water and sewer services. It also uses it for Special Assessment billing. The selection and implementation of the new UBS should also be seen as an opportunity to improve City business functions, productivity and the use of new and future technology.

1. Background

The City of Rockville is located in Rockville, Maryland which is ten miles north of Washington, D.C. and within Montgomery County, Maryland. It operates under a Mayor and Council-City Manager form of government. The City's Utility Billing/Revenue Division of the Finance Department performs the billing for water and sewer accounts. It has a full-time staff of six, which includes one cashier and one meter services technician.

The City services a little over twelve thousand accounts for water and sewer. It produces approximately five thousand (5,000) utility bills per month that includes regular monthly billing, penalty/late fee notices and final bills. The City has three billing cycles and bills the majority of its customers on a quarterly basis with the exception of approximately two hundred accounts billed on a monthly basis. The increase to our customer base is minimal since the City is built out with little anticipation for new connections.

Water usage is billed on a 4-tier billing structure based on meter size with separate usage level consumptions for quarterly and monthly customers. Sewer is billed based upon water consumption at a flat rate. Customers are also billed a ready-to-serve charge for both water and sewer based on meter size at various fixed rates. Lastly, there is a State mandated Chesapeake Bay fee charge for residential customers at a flat rate. The bay fee is manually calculated for commercial properties based on water usage. Further information in regards to calculating the bay fee for commercial properties can be found here at http://www.mde.state.md.us under the FAQ for the Chesapeake Bay Restoration Fund.

DataNOW is the current UBS provider and has been for the past twenty-five+ years. All water meters within the City are manufactured by Sensus. Water meters are read via radio read and by handheld devices provided by Sensus. Route data is downloaded to a USB drive and sent into the field for collecting readings. This data is then processed and transferred into the UBS using software provided by Sensus. The City is looking for a UBS that will have the ability to upload and download route data for field use as part of its primary function without the need of a third-party software.

Daily payment processing is accomplished through a variety of methods. These include online web payments, automated clearing house payments (ACH), cash, check, credit cards, and money order. This also includes processing remittance stubs received through the mail by our

Lockbox and ARBox service provider (Branch Banking & Trust). Over the counter payments are recorded and entered manually into the UBS and City's financial system (CGI) and processed through its current POS (Casio QT-6000). The City is seeking an all-inclusive UBS package with a POS system, cash drawer, and merchant solution that will interface with and link to each other.

The City also bills for special assessments and improvements in the City each year. After an Ordinance is passed, the City invoices the properties for its portion of the work done. The customer has a choice to pay the full amount upfront or have it amortized based on a five (5) year period. Currently, the billing and revenue are produced and tracked in an Excel file. The new UBS should have the ability to accommodate for special assessment billing and revenue collection.

The City collects on delinquent accounts for utilities, special assessment and weed abatements through the Montgomery County Property Tax Bill every year for any past due amounts that precedes September of the prior year. A report is generated from the UBS that lists all over due accounts. A file is then sent to the County listing the services address, parcel number, and past due amount for each account.

The City has a Rockville Emergency Assistance Program (REAP) that assists residents in financial need who are unable to pay their utility bills. Customers can voluntarily contribute towards the funding of this program when they pay their utility bill. There is a separate field on the bill which to enter a donation amount. The amount to pay plus the donation amount are posted to the customer's utility account as a lump sum. Manual adjustments are done to debit the donation amount from the customer's account. REAP donations are not processed online or through lockbox payments. The City is looking for a UBS that can accept voluntary donations with utility payments.

The City estimates that sufficient solutions meeting all of the City's requirements can be proposed within a price range of $100,000.00 to $150,000.00.

The current utility billing processes are included in "Attachment A" which describes the current system functionality and "Attachment B" shows the current rate structure.

B. Scope of Services

The City desires a UBS application that will meet current core functions and future needs of the City, and will integrate all aspects of utility billing services, including maintaining accounts, billing and collection, interface to meter reading system both manual and automated, service order processing, interface to POS system and customer web access. Additionally, the City desires to implement improvements to reporting functions, the ability to email bills and improving the automation and streamlining of the utility billing process. The City may implement newer technologies and processes such as Automated Meter Reading in the future and may change fixed charged billing by meter size for multi-unit apartments.

In addition to the UBS, the proposer must lead the installation of the new software and the conversion of current utility billing data to the new software database. The City also requires the proposer to train all key users and to extend technical support so long as the City contracts with the proposer.

At the end of this Request for Proposal (RFP) process, the City will enter into a professional services agreement with the proposer that provides the best value for the utility billing software including but not limited to installation, conversion, pricing, implementation, training and support, continued technical support and meets all the specifications of this RFP.

C. Confidentiality

This RFP and all materials submitted are not public information until the contract is executed subject to the provisions described in the proposal.

Proposers should specifically identify those portions of the proposal deemed to be confidential, proprietary information or trade secrets and provide justification why the City should not disclose such material upon request. Such confidentiality/proprietary information must be clearly marked and easily separable from the non-confidential section of the proposal. The selected proposer agrees to observe the confidentiality provisions and prohibitions against disclosure of all applicable Federal and State laws and regulations relating to the confidentiality of records and information gathered, obtained, reviewed, or developed in the performance of the resulting agreement; and further agrees to require each of its employees, partners, and agents assigned to the performance of this agreement to observe said provisions. The provider must comply with the requirements of State of Maryland Law for safeguarding confidential information, the prohibition against disclosure of confidential information and the civil and criminal consequences of non-compliance.

D. Minimum Service Qualifications for Proposed UBS

The City believes its needs can be met by an existing, off the shelf, UBS package with minimal, if any, modifications. Proposers that are unable to accommodate or answer "yes" to any one of the minimum qualifications, please provide an explanation in the Certification of Compliance with Minimum Requirements of RFP (Attachment C). The City has identified the following features as minimum:

   a. Is the UBS a Software as a Service (SaaS) solution and does it have the option for a version of the same to be hosted on-premises

   b. Is the UBS scaled to support a customer base of 15,000 without the need of further expansion

   c. Does the UBS have the ability to stay up to date with implementation of current technology (i.e. wireless tablets, phones, apps, trending products, etc.)

    d.   Does the UBS support real-time payment processing and customer account updates

    e.   Can the UBS support uploading, downloading, and reporting of meter reading data without the need of a third-party vendor/software

    f.   Does the UBS solution include a POS system to support a physical cashier's station with a bar code scanner, cash drawer, and credit card terminal

    g.   Does the solution provide a fully self-service customer web portal to access account information such as a customer's profile, contact information, utility bills, and payment and usage history which is directly linked to the UBS

    h.   Can the customer online portal support online payment processing for regular and automatic payments by credit card or check and have ability to store customer payment information.

    i.   The Proposer must meet the desired requirements of the City for its list of References

    j.   Can the source code for the UBS be held in escrow for the duration of the contract

    k.   The Proposer must submit a detailed Disaster Recovery Plan

E. Communication

The Proposer's staff must be available for consultation with City staff on an as-needed basis between 8:00 AM and 5:00 PM, ET Monday through Friday.

The Proposer will provide phone or email response to the City inquiries within one (1) business day at least 90 percent of the time. The proposer will respond to urgent requests within the same business day.

Proposer shall have access to the Internet, electronic mail, and required equipment necessary to communicate with the City, program participants and its customers. This technology shall be available to the proposer to communicate with all necessary parties through the term of this contract. The proposer shall have the ability to transmit all documentation required by the City electronically.

F. Pre-Proposal Proposer Questions

Technical and contractual questions pertaining to this RFP must be submitted via email to Jonathan Pierson, Principal Buyer, at jpierson@rockvillemd.gov no later than **2:00 PM (Eastern), on Friday, May 26, 2017**.

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all proposers, any interpretation made to prospective proposers will be expressed in the form of an addendum to the specifications, if such information is

deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed proposer. Such addendums, if issued, will be posted at the address listed below:

http://rockvillemd.gov/bids.aspx#bids

Please note, that it is the proposer's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

G. Delivery Requirements

Proposers must provide their proposal in the following format:

1. Transmittal Letter

A letter of transmittal shall accompany each proposal. Such letter must be signed by a person authorized to contractually obligate the proposer to the scope, terms, specifications, and pricing contained in the response. This letter should also clearly indicate the name, address, phone number and facsimile number of one contact person for the proposal.

The letter of transmittal should be no longer than two pages and should include the following:

A. Certification that the proposer meets all of the minimum service qualifications. Reference to completion of certification of compliance with terms and conditions of the RFP. (See Attachment C)

B. A brief statement of the services to be provided.

C. A statement of commitment to provide the services requested within the times and manner specified.

D. A brief summary of the proposer's qualifications to perform this type of engagement.

E. A statement confirming that this proposal shall remain valid for six (6) months after the closing date for receipt of proposals.

F. Certification that the individual signing this proposal has the authority to bind the proposer to the terms and conditions set out in the proposal document.

Name of Company _____

Signature _____

Position _____

Date ___/___/___

2. Table of Contents

The table of contents should include clear and complete identification of the materials submitted by section and page number.

3. References

Proposer must provide at least five (5) references with which similar services have been performed and utilizing the same service team for the City. Please provide a list detailing the references name, title, contact information, services performed, number of customers served, and the length of time the Proposer has provided this service. References provided should be for service and implementation that have occurred within the last five (5) years. All references listed must be different, not of the same entity, with unique user defined software and distinct customers where similar services are provided.

Any references submitted that lists customers under the same umbrella corporation or entity will not be accepted, and may result in the rejection or disqualification of your firm's proposal.

The ability to meet the experience requirements contained within this Request for Proposal shall be considered by the City in determining the responsibility of the Offeror. Failure to submit the required information with the Proposal may be cause for rejection or disqualification of your firm's proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject or disqualify any proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

4. Format Requirements

Responses must comply with the following:

A. All questions in Sections 2, 3 and 4 must be answered in the manner and area stipulated after each question. Each RFP question must be restated before your response. If printed matter is supplied as supplemental information, please make sure that the supplemental information is appropriately marked with the corresponding question to which it applies.

B. Please respond to every question and statement in each section of the RFP. Failure to respond to all questions may lead to your elimination from consideration.

C. All questions and statements must be answered in the order asked.

D. The City will not be bound by oral explanations or instructions given at any time during the request for proposal process or after the award of the contract.

E. Affidavit Form (Attachment D). Complete and return the enclosed Non-Conviction/Collusion Affidavit Form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

F. Agreement. Provide a statement that the firm, if awarded the contract, shall execute the attached City of Rockville Agreement.

G. Insurance. Provide a statement that the firm, if awarded the contract, shall meet all of the insurance requirements contained within this bid document (Attachment E).

5. Fee Specifications

Fee quotes should be provided in the format outlined in the Fee section of the questionnaire (Section 4). Pricing offers must be good for six (6) months from the receipt date of the proposal.

6. Preparation Costs

All costs incurred during proposal preparation or in any way associated with the proposal's preparation, response, submission, presentation, or oral interviews shall be the sole responsibility of the proposer and will not be reimbursed by the City.

7. Submission of RFP Response

Each proposer must submit their RFP response in accordance with all stipulations listed below:

Each service provider must submit a total of seven (7) copies by **2:00 p.m. Eastern Time on Friday, June 16, 2017 to the City**, as follows:

Five (5) bound copies and one (1) unbound copy plus one (1) electronic copy (USB or thumb drive) to:

Jonathan Pierson, CPSM, C.P.M., Principal Buyer
City of Rockville
Procurement Division
111 Maryland Ave.
Rockville, MD 20850
Email: jpierson@rockvillemd.gov

Proposals must be clearly labeled: **Request for Proposal 38-17 Water Utility Billing Software**.

Multiple proposals received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a proposer is interested in more than one proposal for this solicitation both as a proposer and as a subcontractor for another proposer, will result in rejection of all proposals in which the proposer is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more proposers submitting a proposal for this work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any proposers. Proposers rejected under the above provisions regarding the City's initial solicitation (RFP 01-17) shall be disqualified if they respond to this re-solicitation for the same work.

The City reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at their own discretion. The City reserves the right to accept or reject any or all bids.

8. **Receipt and Handling of Proposals**

The proposer assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection <u>after the contract award</u>.

9. **Projected Timetable**

TASK	TARGET DATES
Release of Request for Proposal – RFP	**May 3, 2017**
Receive pre-proposal questions from provider(s)	**May 26, 2017**
Provide response to provider(s) proposal questions	**Week of May 28, 2017**
Deadline for proposal submission	**June 16, 2017**
Proposals reviewed and evaluated	**June - July, 2017**
Demonstrations (short listed proposers only)	**July – August, 2017**
Finalist interviews/follow up	**July - August, 2017**
Selection	**August - September, 2017**

10. Due Diligence

The City shall have the right to inspect any facility or project site where the services performed under the resultant contract are carried out. The City may monitor the performance of the selected service provider on a frequency of its choosing to ensure compliance with all of the requirements of the contract. The selected service provider agrees to the checks, processes or oversight the City believes is necessary.

H. Contact Information

Questions regarding this Request for Proposals should be submitted to:

Jonathan Pierson, CPSM, C.P.M., Principal Buyer
City of Rockville
Procurement Division
111 Maryland Ave.
Rockville, MD 20850
Email: jpierson@rockvillemd.gov
Phone: 240-314-8433

Any questions received by the City of Rockville that affect the Request for Proposals process will be issued as addenda by the City of Rockville.

I. Proposal Submission Format Requirements

The submitted proposal must address all categories and performance expectations within this RFP and identify any unique system features to the software. Before submitting a proposal, proposers shall examine the specifications in order to understand all existing conditions and limitations. The proposer shall indicate in the proposal the total sum to cover the cost of all items included in the RFP.

J. Proposal Evaluation and Selection

The City will review submitted proposals and will select a proposer who in its sole judgment, best suits the current and future needs of the City.

The City has designated an evaluation committee to evaluate proposals which consists of City staff and the Director of Finance. The evaluation committee will first examine proposals to eliminate those that are non-responsive to the stated minimum requirements. Therefore, proposers should exercise particular care in reviewing the proposal format required for this RFP.

The City reserves the right to contact any and all references to obtain, without limitation, for information regarding a proposer's performance on previous projects. Submitted references

will be checked for each proposer. Proposers should make sure that reference contact information is current and that references provided utilize similar services and service team.

1. **Criteria**
   The requirements are identified below and organized into the following Sections referenced within the RFP. The responses should address the following:

   RFP Section II – Introduction and Scope of Work
   This includes company background and a concise overview, detailing the proposed approach to completing the work.

   RFP Section III – Administrative Services Questionnaire
   A. **General Functionality**
   This includes the basic functions of the UBS.

   B. **Customer, Account, and Location Management**
   This includes the creation, maintenance, and use of customer accounts.

   C. **Rates and Fees Management**
   This includes the maintenance and application of all utility rates, miscellaneous charges, fees, and taxes.

   D. **Meter Reading and Inventory Management**
   This includes meter inventory, reading, and consumption requirements.

   E. **Billing Management**
   This includes the preparation, calculation, printing, and mailing of bills.

   F. **Financial Management**
   This includes payments, adjustments, refunds, deposits, and accounting entries.

   G. **Delinquency Management**
   This includes penalties and interest, payment plans, shut offs, and collections.

   H. **Service Order Management**
   This includes creating, completing, and managing service orders.

   I. **Reporting**
   This includes standard and user created reports to query data.

   RFP Section IV – Fees and Pricing
   This includes a detailed listing of all fees and costs associated with implementation of the UBS.

2. Evaluation of Proposals

The evaluation of the proposals will be based on the above criteria and will be evaluated on the information provided in response to Section 2 (Introduction and Scope of Work), Section 3 (Administrative Services Questionnaire) and Section 4 (Fees and Pricing) of the RFP. The evaluation committee will evaluate the proposals and may also ask questions of a clarifying nature from proposers, as required. The ability to meet the requirements for services is the prime consideration factor. Each evaluation committee member will complete a proposal evaluation matrix form for each proposal submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.

Proposal Evaluation Rating	Weight
Section II – Introduction and Scope of Work	5
Section III – Administrative Services Questionnaire	
a. General Functionality	10
b. Customer Account and Location Management	10
c. Rates and Fees Management	5
d. Meter Reading and Inventory Management	10
e. Billing Management	10
f. Financial Management	10
g. Delinquency Management	5
h. Service Order Management	5
i. Reporting	5
Section IV – Fees and Pricing	25
Total Points	**100**

Based on the collective ranking of the highest rated proposals, the evaluation committee will develop a short list of no more than three (3) proposers to continue with further evaluation through an interview process which is subject to an oral presentation and demonstration. The short list will be selected using the criteria identified above. Additional discovery may be performed to assist in selecting the short list proposers. The short list proposers will be contacted regarding their status as short-listed proposers. The City reserves the right to award contract, or to forego awarding contract without notice. As a result, short listed proposers may be afforded the opportunity for oral presentations and demonstrations to the committee.

3. Interviews

Please note that on-site demonstrations for short-listed proposers are estimated to be held **during June and/or July 2017**. Specific days and times for each short-listed proposer will be determined at a later date, but proposers should be prepared to conduct the on-site demonstrations during this timeframe. It is expected that the proposed Project Manager take part in the on-site demonstration sessions.

Oral presentations and demonstrations will be evaluated and scored on the following criteria:

Interview Rating	Weight
a. Overall Presentation & Demonstration	15
b. Knowledgeability & Responsiveness to Questions	10
c. Software Operation, Functionality & Versatility	20
d. Access to Information & Data	20
e. Customer Access & Options	15
f. Integration & Customizability	10
g. Technical Support	10
Total Points	**100**

4. Selection

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City.

A site visit may be required after the interview process is completed, where the City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject or disqualify any proposal if the evidence submitted by or investigation of such Offeror, as a result of a site visit, fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

After evaluating the proposals, the interview process and further discussions with the finalists or the tentatively selected proposer, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation before making a final selection.

SECTION II

Request for Proposal

Introduction and Scope of Work

Section II: Introduction and Scope of Work

Your proposal response should describe the services you are proposing, that address each of the Scope of Work requirements stated below. Please structure your response in the same outline presented below. Each of the required services is expected to be addressed in your proposal.

A. Introduction

Proposers must provide the following information about their company so that the City can evaluate the proposer's stability and ability to support commitments set forth in the response to the RFP. Please describe the company's background and experience including:

a) How long the company has been in business?

b) A brief description of the company, including past history, present status, future plans, etc.

c) Provide a description of the major business functions and structure of the organization.

d) Include a profile of the office location, staff and services that will be assigned to the City's account.

e) Has your company been involved with negotiations pertaining to an acquisition by another company in the past 24 months? Or does your company have plans to be available for acquisition in the near future?

f) A brief description of the company's plans to keep pace with changing computer and software technology.

g) Company size and organization. Please break down number of employees per department. (Only include full time employees, not contractors or part-time employees.)

h) What percentage of staff turn-over does the company experience annually?

i) Gross revenue for the prior fiscal year (in US dollars).

j) Percentage of gross revenue generated by implementation and licensing or use of proposed software.

k) Percentage of total customers currently using the proposed software that are water and sewer utilities.

l) Overview of your User Group (specifically focused on the proposed billing solution), and details on the top ten (10) most recently requested functionalities from that User Group (in order of the group's preference) – as well as if/when each requested modification is planned.

m) Please indicate the last five (5) utilities with which you have signed a contract for the proposed software. (Please indicate the utility name; contact name; contract value; the date of signed contract; whether the system is 'live' or not; the amount of time from project start to 'go-live' for 'live' systems; and the utility's number of customers broken down by service. Please do not exclude any utility.)

n) Please describe in detail how you measure success of implementations. Do all customers complete a survey of how they think the implementation project went after they go-live, for example? However you measure success of the implementation process, please provide details on results of that evaluation process on your five most recent UBS implementations (without skipping any) that you completed.

o) Approximate number of utility clients using the proposed software in the United States.

p) How often are new software releases developed and distributed?

q) How long are superseded releases supported?

r) Currently, how many back releases are supported?

s) Has your company ever been sued by a utility customer? If so, please explain each incident and outcome(s).

t) Are there any lawsuits currently outstanding against your company? If any, please explain.

u) If you have had any contract(s) terminated for default during the past six years, describe all incidents. Termination for default is defined as notice to stop work due to the proposer's non-performance or poor performance and the issue was either: 1) not litigated; or 2) litigated and litigation determined the proposer to be in default. Elaborate as needed. (If the proposer has experienced no terminations as described, please indicate so.)

v) If you have had ANY contract(s) terminated during the past six years for any other reason than the above stated 'termination for default', please describe all such terminations fully. (Include the name, address and phone number of other contracting party or parties.)

w) Please provide the most recent audited financial statement for your company or credit references that can verify the financial standing of your company.

x) Please list and describe in detail the most unique features of your UBS that separates you from other systems.

y) Provide detailed documentation of your Disaster Recovery plan.

B. Installation

1. Installation, training, and documentation services, which focus on design, configuration, and implementation of application environments and certification of the proper baseline application(s) installations for all environments and associated customization and upgrades to the baseline applications.

    a) Verification, documentation and acceptance of the application installation (including backup and recovery procedures) in all environments utilized by the UBS solution. This includes subsequent upgrades to support newer versions of the software.

    b) Implementation of necessary tools to support the acceptance and migration of new versions or releases of the UBS solutions across the various development, maintenance and production environments. A migration strategy for new application versions/releases will be put in place to support ongoing updates. Database performance reviews will be conducted on a regular basis to provide recommendations for database tuning, as needed.

    c) Ensure quality and viability updates in support of enhancements, interfaces and the migration of these updates across the various development, maintenance, and production environments.

2. While the City prefers to execute all software application installation and environment creation, the Proposer will provide guidance, oversight and document the implementation of the technology infrastructure necessary to operate the UBS solution along with a POS system. Additionally, it consists of the following components:

    a) Recommend configuration, and provide acceptance of the proposed server environment and associated networking and storage systems as provided by the City. This includes all hardware and system software required to support the development, test, training, production (high availability), and possible disaster recovery environments within specified service levels and a schedule of upgrades to the environment to support various stages of the development effort leading up to production operation.

    b) Monitoring and tuning of both batch and on-line performance in conjunction with agreed upon service levels.

3. Proposer shall provide recommendations and mentor city staff in all configuration activities. These application configuration services will focus on configuring the application to meet

the City's processing and business requirements, including workflow. The City will work with each Proposer to understand if their solution is pre-configured and will support the specific needs of the City. The primary method of meeting the City's business requirements and processing will be through configuration rather than customization work.

4. Solution security services focus on the design, development, and testing of security roles for the UBS solutions.

C. Customization and Reporting

1. Solution development services focus on developing the baseline UBS solutions and other required software to meet the City's specific needs, including in the following areas:

   a) Enhancements. While product enhancements are not the preferred method to solution development, there may be instances in which the need to customize the new UBS solutions are identified. This activity deals with the identification, design, programming, unit testing, and delivery of any extensions, reports, interfaces and other customization to the City environment.

   b) Workflows. The project will identify those business transactions and associated workflow/work queues that require automation. This activity deals with the configuration, unit testing, and delivery of the automated workflows to the UBS solution. The City will require the Proposer to conduct all business process requirements (BPR) activities, provide all BPR deliverables including desktop procedures and detailed workflows.

2. Data access and product reporting services focus on the modification of all standard reports within the UBS solutions, and the design and development of new production reports. In addition to the required reports, the City expects the following tasks to be included in the implementation activities.

   a) Reports. The City expects unidentified reporting requirements to come up during implementation. Thus a series of queries and reports outside of the standard UBS solution offerings will be identified. This activity deals with the design, programming, unit testing, and delivery of an unanticipated query/report to the City's environment. These query/reports will ultimately be delivered into a system testing and user acceptance environment.

   b) Statements. With the implementation of the new UBS solution, the City plans to review its bill formatting and production process. The City envisions that its billing statements will be redesigned incorporating additional information desired by its customers. The

City will have a number of different bill statements, invoices, notices, and other correspondence, which the system is required to produce. A vendor's third party software may be used to accommodate the production and distribution of these statements. This activity provides for the implementation and configuration of the bill production and distribution hardware and software, the redesign of the bill and other statements and the production of various statements in both hardcopy and electronic copy. This function may also deal with the electronic bill presentation and payment process.

D. Data Mapping/Migration/Integration

1. Solution conversion services focused on cleansing and converting data from the old legacy systems to the new UBS solution, and includes the following activities:

   a) Cleansing. This activity deals with the identification of data in the legacy systems that needs to be scrubbed or cleaned in order to ensure that information loaded into the new UBS solutions is accurate and will support processing within the new environment. Typically, a series of reports within the conversion process will identify problem areas that require either a manual or automated cleanup process. An automated process will be developed in cases where large amounts of data need to be cleaned and is possible in a programmatic manner.

   b) Conversion. Data will be mapped between the legacy systems and the new UBS solution. The implementer will be solely responsible for the extraction, transformation and loading of all converted data. The proposer will develop conversion programs to conduct an automated conversion of data from the current UBS (DataNow) and other systems to the new UBS solution. A series of extracts and loads will be conducted over the course of the development process to ensure that the conversion process is working as designed. In addition, a balancing program will be developed and executed with each conversion to ensure that all counts and dollars are accounted for in the conversion process. Additionally, data from legacy systems, as well as historical information from legacy systems in various formats, including databases, tapes, flat files, etc., will be converted to provide ongoing query capabilities and allow the archive of legacy applications. At this time, the City is planning to convert all accounts and five (5) years of history for these accounts. This historical data will be used for new estimation algorithms and for high bill inquiries. Provide recommendations concerning the best approach to creating a read only version of the legacy system for future reference.

   c) Interchange. Interfaces and integration services focus on the efficient and effective means to share and transfer information among the City's systems, including external

entities. The key to this project's success will be the overall integration design. It is __imperative__ that the proposer provide comprehensive and competent integration experts that can provide recommendations, design, and then manage the execution of the services need to meet the requirements of this project. The City has identified a number of interfaces that will require the development of either a one-way or two-way interfaces between the UBS solutions and the City's other identified applications. This activity deals with the identification, design, programming, unit testing, and delivery of the customized interfaces to the City's environment. Knowledge transfer is a critical element of interface development so City Staff has the requisite knowledge to maintain these interfaces in a production environment.

E. Training

1. Training services will focus on training materials and the identification and training of users in processes supporting the new UBS solution i.e. "train the trainer", including the following activities:

   a) Core Team Training. Proposer shall provide product training to all Core Team members for the purpose of orientation and familiarization with product terminology and operation that is needed for proper understanding of subsequent implementation activities. This includes functional and technical training.

   b) Training Development. The Proposer will provide baseline training documentation with the base UBS solution. This will include but may not be limited to, course content, instructor guides and exercises. Training development team will include Proposer staff with specific product expertise to guide the development of training materials. Proposer will utilize these materials as the starting point and will modify the materials to reflect the City's specific configuration, workflows and processes including appropriate desktop procedures/job aids/quick reference user guides and associated test data. Dry runs of training materials and courses will be conducted to ensure that the materials are accurate. This activity results in the delivery of both hardcopy and electronic materials.

   c) Training Delivery. A training plan will be developed and delivered to the City for approval. The approved training program shall be delivered to all users of the system, including primary, secondary, and casual users. Proposer staff delivering training must be very knowledgeable with the UBS solution product. A trainer with no prior product expertise to deliver courses is not acceptable. During these training sessions a City Subject Matter Expert (SME) will be in attendance to facilitate training. This may be accomplished using a combination of delivery methods, including classroom training courses, computer based training, personal practice time, Internet based training, etc.

Training plan will include learning objectives and performance indicators to ensure the training outcome is measurable and successful. The training plan include activities to address training needs during and immediately following production implementation for "refresher" training as needed.

Note: The City prefers all training be held onsite between the hours of 9:00 am and 4:00 pm. The City will provide a suitable training facility. City requires an experienced facilitator(s) onsite to deliver a complete curriculum of UBS solution training classes to a Core Team consisting of approximately seven (7) members. The total number of end users requiring training is approximately fifteen (15). City requires original electronic files for all training documentation to be reproduced for all our end users. City also requires onsite Technical Training delivered to the Technical Team for the UBS solution products.

Below is a breakdown of the number of users to be trained by department.

Department/Division	Function	No. of Users
Finance/Utility Billing	Customer Service; Billing; Meter Reading; Revenue.	7
Engineering	GIS; Queries; Reporting.	2
Public Works	Reporting; Queries.	6

F. Testing

Testing services will include the development of an overall test plan, which will include unit testing, usability testing, user acceptance testing, system testing and as needed, regression testing.

1. As well, testing services will include the development of quality assurance criteria and success measures/performance indicators that will mitigate for false positives on test results.

    a) Requirements Matrix. Proposer shall track the requirements to ensure each requirement is addressed, tested, measured, approved and implemented.

    b) Parallel Testing. Proposer shall provide a pros and cons evaluation of parallel testing, and shall provide recommendations to mitigate for challenges and issues with parallel testing accordingly.

    c) Test Reporting. Proposer shall provide a means to track actual test results against expected results and to document changes in test scripts/scenarios/expectations precipitated by test results.

d) Measures/Success Criteria. Proposer shall develop success criteria, target percentages and measurement methods report/measure the success rate of test results

G. Implementation Project Plan

The Proposer shall provide project management and administration services involved with the installation, implementation and post implementation support of the UBS solution. Activities will include but are not limited to: building and maintaining the project plan, scope and change management, issue and problem management, and Proposer personnel management.

The Proposer shall provide a complete project plan that includes, but is not limited to:

1. Project schedule detailing the resources, tasks and target durations for scope of work activities for Installation, Customization and Reporting, Data Mapping/ Migration/ Integration, Training, Testing, Implementation and Post Implementation
2. Project success criteria and key performance indicators
3. Risk Matrix with identified strategies
4. Statement of Scope (what it is in scope and what it is out of scope for this implementation)
5. Change Request/Change Control approval and tracking procedures
6. Requirements tracking methodology that provides the means to track system requirements through testing and to production implementation
7. Description of project status and progress reporting procedures and tools

H. Post Implementation Support

1. The Proposer shall provide services to document all of the enhancements, plug-ins, reports, workflows and extensions that are developed during the course of this project so that the City can modify and reinsert or reuse those enhancements as new releases and product versions are available. Overall, the proposer will be required to provide documentation of all their activities and work products throughout the project life cycle.

   a) Additionally, implementation services will include knowledge transfer for all aspects of the project, reporting and project status management, communication and document management, risk management, quality assurance of implementer provided deliverables, and quality control management.

I. Maintenance

1. The City expects that most of the maintenance effort performed post-implementation will be for non-corrective actions. However, in the event UBS solution requires "break/fix" support, the City would like to review a sample service level agreement from the Proposer. As well, the Proposer shall provide an annual schedule of releases for the next two years.

The Proposer will detail its quality assurance program for releases i.e. does the Proposer have a quality assurance environment in which system changes can be regression tested before deployment?

a) Proposer will address key management issues, such as: alignment with City priorities, staffing, and costs.

b) Proposer will address key technical issues, such as: the City's limited understanding of this new solution, impact to the current infrastructure, testing releases, and sustainability measurements.

SECTION III

Request for Proposal

Administrative Services Questionnaire

Section III: Administrative Services Questionnaire

The Proposer is required to provide a response to each of the questions and/or requirements outlined below. In addition to the Proposer's response, the following table will be utilized to identify the capability of the proposer for each question:

Identify the Proposer's Capability Using the Following:	Description:
BASE	The function is provided in the base product. No modification is required.
FREE MOD	No, the function is not in the base product but we will modify it at no cost.
ADD-ON	No, the function is not in the base but we can handle this functionality with another add-on product/module. **(In your response, please indicate details of the module and/or product, and indicate price.)**
MOD AT COST	The function will require a modification. **(Provide the itemized cost with your response, and include this itemized cost as a part of your Cost Quotation.)**
NO	The function is not available and cannot be modified.

1. **GENERAL FUNCTIONALITY**

   a. Is this a Software as a Service (SaaS) solution?

   b. Can the UBS be hosted on premise as well? Do both the SaaS and on-premises version have the same interface?

   c. Is the UBS in a Graphical User Interface (GUI) based environment and easy to navigate? Provide sample screen shots from a user's point of view of customer's account information, account ledger, billing detail, usage history, meter reading data upload/download and service order.

   d. Can the UBS support at least six full-time users concurrently, one administrator, and fifteen query only users?

   e. Does it provide various levels of security? Access should allow each user group to be granted full access, read-only access, or limited access. Allow for administration of user access and password administration?

   f. Does it provide administration, including the ability to change or update field values within the system?

g. Do you provide technical support for software and hardware at a minimum from 7:30 a.m. to 5:30 p.m. (Eastern Time) Monday through Friday?

h. Can the UBS interface to all of the following: the general ledger, meter reading, remittance processing software, meter inventory, mapping and customer online payment portal?

i. Is a POS system supplied with the UBS solution? Is the POS integrated with the UBS or a separate stand-alone system?

j. Can the UBS interface and operate in conjunction with a POS system? Provide detailed information regarding the type of POS system including hardware and software involved, linkage to the UBS, cash drawer, credit card terminal, bar code scanning, etc.

k. For each customer service representative that processes payments throughout the day, does the UBS have the ability to balance out and reconcile their daily batches including their drawer count within the software? Currently the CSR's balance their payment batches and cash drawers manually on a daily cash drawer reconciliation sheet.

l. Can the UBS provide end of day balance info to include and automatically generate a summary of total number of checks received, total cash, total stubs, total transactions and total dollar amount received?

m. Can the UBS provide an end of day report that summarizes multiple CSR payments? The report should include a total of the payments. For Example: Daily Summary Report Grand Total of all CSR payments in the UBS. Subtotal #1: All Walk-in payments by Cash, Checks, Credit Card Payments, etc. Subtotal #2: All Mail-in payments by Check, Money Order, etc. Repeat subtotals for online payments. FYI: Payments are entered into the billing software by individual CSR batches. Each of the CSRs creates a separate batch for the payments that they receive. Different batches are also created according to the type of payment processed by the CSR such as cash, check, credit card, etc.

n. Is the UBS supported by any 3rd party software? Please identify all 3rd party vendors, software they support, costs associate with the vendor(s), and functions that it supports.

o. Can the UBS record each customer information at a minimum to include the following data fields: Billing History, Payment History, Consumption History, Product History, Alias Names, Soc. Sec No., Driver's License, Special Conditions, Spouse or Significant other Names, Roommates, DL#, Mailing Address, Payment Information, Theft and Tampering History, Customer Complaints, Customer Correspondence (inbound and

outbound), History of Service Addresses both Present and Past, Date of Birth, Doing Business As Name (D.B.A.), Phone Number(s) (Cell phone, Unlisted phone, etc.), Email Address(es), Fax Number (s), Identify Dangerous Animals/People/Situation, Confidentiality requested, Headquarters and Branch Locations, Emergency Contact (Name & Method of Contact)?

p. Does the UBS billing capabilities include all billing required by utilities including but not limited to: flat rates; installment charges for past due balances; interest; penalties; service orders; misc. charges; disconnect/reconnect fees; new account and setup charges; charges related to past due balances; estimated bills; meter/consumption-based bills; seasonal rates; time based rates; average consumption with reconciliation billing periods for actual consumption; etc.

q. Ability to bill in cycles with multiple routes?

r. Ability to download service orders to the meter reading handheld devices or tablets and the meter reading staff will be able to change the status of each service order as the work progresses and completes? At the end of the shift the updated service orders are uploaded back to the system and the updated information is synchronized with the billing and other appropriate systems?

s. Ability to process cash, check and credit card payments directly through the software? For example, a credit card can be entered or swiped, approved or declined, and posted directly to the customer's account with a payment total created for reconciliation at the end of the day.

t. Ability to scan documents such as service orders, letters, etc. and link them to a specific customer? Ability to hyperlink and open files (scans) to customer accounts from within the software.

u. Does the meter reading report incorporate all of the information relative to the account that was collected in the field? Information such as skipped meters, trouble codes, address changes, meter information, meter leaks, damaged boxes or any message to the CSR concerning the account should automatically transfer between the UBS and field devices (2 ways) so everyone has synchronized data.

v. Can the UBS fully integrate with the City's current financial management system (CGI), to the extent that daily billing & collection activity should post to the general ledger automatically?

w. Can the UBS fully integrate with GIS such that data on usage can be queried by location and type of meter?

x. Are free lifetime upgrades included with the UBS?

y.   Be able to view multiple accounts simultaneously within the UBS?

z.   Does it include user defined fields with parameters defined by the user?

aa. Can it use wizards to expedite processes such as setting up new accounts, meter change outs and creating service orders?

2.   **CUSTOMER ACCOUNT AND LOCATION MANAGEMENT**

a.   Does the UBS support an unlimited number of accounts?

b.   Can the UBS define, add, change and delete an unlimited number of account types?

c.   Does it have the ability to query an account based on various search criteria such as customer name, account number, social security number, phone number, parcel number, property tax record number, service address, account type and meter number?

d.   Can it provide summary and detail level inquiry of customer records?

e.   Can it provide new account set up and account maintenance on-line in real-time?

f.   Can the UBS provide user-defined fields to be maintained for each customer record?

g.   Does it have the ability to document unlimited notes on accounts with the ability to assign alert flags to accounts with notes?

h.   Does it have the ability to provide an audit trail for changes to an account?

i.   Can it support unlimited transaction and consumption history? History purging should be controlled by the user.

j.   Can it accommodate new customers at an existing service change of address through an automated transfer function?

k.   Does it have the ability to transfer customer balance, payments and other occupant related information to a new account when a customer transfers to a new service address?

l.   Can it provide the ability to mark an account as an "internal" account?

m.   Can it provide a CASS certification process to insure and maintain accurate postal information?

n. Does it have the ability to track information through the system by customer with the capability to view all accounts that customer has had and current status of accounts?

o. Does it have the ability to track an unlimited number of user-defined events on an account (i.e. late notices, shut off, etc.)?

p. Does it have the ability to display account information via web portal?

q. Does it have the ability to track information through the system by contact or property with the capability to see all accounts at a given property (current and prior) and be able to view all accounts associated with a customer?

r. Provide for the generation of standardized form letters and responses to customer inquiries with information from the customer account imported automatically as required? For example: Product inquiries, thank you letters, customer feedback regarding new customer connection, etc.

s. Ability to create correspondence templates including forms?

t. Provide for the generation of standardized form letters and responses to customer inquiries with information from the customer account automatically populated into the letters as required? For example: confirm meter reading, rebill account, estimated reading, change meter.

u. System can automatically generate correspondence upon a returned check, final billing, or any user defined requirement? (Example: automatically generate a 'returned check letter'.)

v. Can the UBS flag accounts that have been foreclosed, vacant or had a tax lien placed?

w. Can it provide the ability to identify customers that have filed bankruptcy and the date of filing?

x. Does it have the ability to model accounts (templates) and allow you to create new accounts by copying the model and changing the details?

y. Does it have the ability to classify and categorize customers with special needs or designations? (Example: board member, medical conditions, life support, elderly, disabled, bankruptcy, etc.)

z. Provide for penalty and disconnection exemptions?

aa. Automatically generate installment payment letters? UBS will provide the ability automatically send "reminder" notices to customers with payment installments.

3. RATES AND FEES MANAGEMENT

a. Does the UBS have the ability to define, add, change, and delete an unlimited number of rate code types and amounts?

b. Can the UBS accommodate multiple billing rate structures that would be required to the different types of services that the City provides? The City supports both fixed and variable rates.

c. Does the UBS have the ability to automatically calculate a fee based on a formula? Ex: Calculation of the Chesapeake Bay Fee for commercial accounts based on the formula provided by the State of Maryland.

d. Does it have the ability to define an effective date for rate tables and prorate charges based on the effective date?

e. Does the UBS allow the user to implement rate changes quickly, to include the ability to establish new rates, where programming is not necessary?

f. Does it have the ability to define service rates that are consumption based, fixed, percentages, subtract meters, budget based, tiered, formulated or seasonally averaged?

g. Does it have the ability to define distribution of fees to multiple general ledger accounts based on user-defined account type, fee category, service type, or reason code?

h. Does it have the ability to define, add, change, and delete an unlimited number of services types?

i. Does it provide for one-time charges? E.g.: Reconnect Charge Fee, Turn-on Fee, Late Charge Penalty, Return Check Fee, After Hours Fee, Meter Accuracy Test Fee, etc.

j. Does it have the ability to assess various types of penalties for overdue bills?

k. Does it have the ability to enter stop and start dates for individual fees on an account?

l. Does the UBS have the ability to identify by rate classification? Example: residential, commercial, tax exempt, etc. or by independently identified and selected fields.

m. For situations where an adjustment has to be made to a customer's bill during a time period that an older rate was in effect, can the UBS automatically calculate the adjustment based on the old and new rates? (Example: On Nov 14 Utility A finds a meter reading mistake that was made Sept 3. Rates changed on Oct 1. The billing

system needs to automatically recalculate the adjustment based on the older rate when the new correct meter reading is entered.)

n. Can the UBS track collection activity for active accounts and closed accounts including Bad Debt accounts? This is to include phone call records, letters sent, agreements made, etc. Onscreen view or report of contacts/notices made to accounts in the collection process. System will provide a mechanism to input collection contacts/notices and/or notes into the UBS.

o. Allow for preventing turn-off of service (by service) due to delinquency for various reasons including Payment Arrangements (automatic), Bankruptcy Proceedings, Life Support (automatic), High Bill Investigation/Bill Disputes, Re-Read Order Pending, Payment Extensions, Other User Defined Circumstances?

4. **METER READING AND INVENTORY**

a. Is the uploading, downloading, and reporting of meter reading data integrated within the UBS?

b. Does the UBS rely on a third-party software to upload, download, and generate reports of meter reading data?

c. Can multiple USB drives be administered in the field with various route data to collect meter readings? (ex. can two readers be in the field collecting data for different routes on two separate drives and have their data uploaded by each user to the UBS seamlessly)

d. Does the UBS have the ability to define, add, change, and delete an unlimited number of meter types?

e. Can it maintain an unlimited number of meters?

f. Does it have the ability to identify a meter by type, size, dials, serial number, manufacturer, location, account type and install date?

g. Can it provide the ability to enter meter reading data through data entry screens from hand-held devices or wireless automated meter reading system?

h. Is the service consumption automatically calculated upon entry of meter reading with ability to edit readings?

i. Does it allow concurrent meter reading data entry of one route while processing billing for another?

j. Can it maintain meter readings and dates independent of customer or account changes?

k. Can it provide the ability to enter a meter change without interruption of the billing cycle and final billing?

l. Can the UBS generate work orders based on meter reading exception messages and actions entered along with meter reading?

m. Is it able to describe the location of the meter at a service location?

n. Does it have the ability to view a history of all meters that have been installed at the service location?

o. Can it record unlimited notes for a meter?

p. Can it define meter read types?

q. Does it have the ability to estimate meter reads based on user-defined history preference?

r. Does it have the ability to identify reads that were estimated versus actual reads?

s. Does it have the ability for the system to automatically identify roll-over readings based on meter setup?

t. Does it have a flexible high/low feature that allows the user to set range of parameters that produces consumption and edit register for screening variables such as high/low consumption, no current read, zero consumption, etc.?

u. Does it have the ability to change out meters at any time? Where meters have been changed out, ability to show separate individual meter readings and consumption and to show total consumption and billing amount on the same bill?

v. Ability to change meter reading sequence without changing customer account number?

w. Ability to graphically display consumption history for an account?

x. Does it maintain reading instructions, prints instructions on service sheets, and provide information in meter reading interface?

y. Ability to calculate a winter consumption average to be applied as a billing cap?

z. Can it print meter route pages in customer number or route sequence number order?

aa. Can the UBS handle multiple meters fed from the same service line and automatically calculate the deduction for billing? Example: The water flows through a meter and then either is used by the property or it flows through a second sub-meter to an irrigation system. The consumption for the first property must be computed as the consumption on the first meter minus the consumption on the second meter.

bb. Allow for more than one meter at a premise and be able to assign a different rate to each meter?

cc. Will the UBS accommodate the following meter types: Hydrant Meters, Master Meters, Compound Meters, Sub-Meters (Add/Subtract Meters), Fire Line, etc.?

dd. Can the UBS handle meter reading data that will come from manual keyboard entry, wirelessly, outside files, remote handheld devices, or other devices such a radio frequency based meter reading?

ee. Does the UBS have a seamless interface for uploading and downloading data to handheld devices or USB drives?

ff. Allow for flexibility while downloading and uploading? The UBS shall allow for easy synchronization while downloading / uploading, in addition recovery from incomplete synchronizations shall be easy as simply re-downloading until a correct and proper synchronization has occurred.

gg. Can it provide user defined 'can't read - trouble' entry codes into hand held device by meter readers while in the field to accommodate situations where work is not a part of the specific daily route is either observed or performed? Once loaded into the system, provide the ability to automatically generate a work queue with the option to send service orders and generate customer letters, based on codes gathered by the meter reader. This will allow for the recording of work that is performed in the field but not entered directly by customer service operators.

hh. Ability to do the downloading of data via wireless interface as opposed to having to dock the hand held devices?

ii. Does it allow user to flag individual accounts for which zero consumption is not considered to be an exception?

jj. Ability to display average consumption by month for an account?

kk. Ability to view consumption history in numeric and graphical format via web application?

  ll. Ability to display and maintain record of past customer caps on their account?

 5. BILLING MANAGEMENT

  a. Does the UBS support a multi-cycle billing system?

  b. Accommodate a variety of billing scenarios to include Summary Billing, Consolidated Billing, etc. to allow the utility to bill multiple sub-accounts from different meter reading cycles, premises and services into one summary type bill with supporting detail for each sub-account on the bill. Note: we are not identifying summary and consolidated billing as stuffing multiple bills into one envelope. Instead, summary billing is ONE bill automatically generated by the billing system that can be provided to one payer for multiple locations (like a corporate headquarters paying one bill for multiple locations in the utility's service territory).

  c. Does it provide a complete or exception only billing pre-list for review prior to bill printing?

  d. Allows printing of multiple cycles in one billing run?

  e. Can it generate one utility bill covering all services and charges, and itemizes charges separately?

  f. Provides user-defined free form message on bills?

  g. Can the bill include billing date, account number, service period, current read, prior read, consumption billed, itemized charges, balance forward, amount due, due date, numerical and graphical prior-same period usage, and/or average gallons used per day?

  h. Can it generate a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount?

  i. Can it provide for a billing re-start in event of printer jam?

  j. Does it have the ability to view and reprint a past bill at any time?

  k. Once a bill is reprinted, can it be able to automatically email and fax it (without printing a hard copy) for a customer that has provided a fax number and/or email address?

  l. Can it produce final notices?

  m. Can the UBS be able to reprint a bill easily from the billing system?

n. Ability to produce statements for customers with multiple utility accounts?

o. Does the UBS have the ability to bill separately for Special Assessments (Ex. Driveway Apron Repair) to a property along with calculating interest over a set period at a fix rate, pay into the account separate from utility fees and access billing and payment information towards Special Assessments?

p. Ability to sort bills by zip plus four to take advantage of postage discounts?

q. Ability to create a file to exports bills for 3rd party printing? Please identify each file type the UBS supports.

r. Ability to prorate bills for new and closed accounts?

s. Can it calculate final bills during any cycle based on the internal issuance of a turn off service order or closing a customer account?

t. Does it support billing adjustments such as read errors, automatically adjusts billing amounts and history?

u. Allows printing of third party (dual notification) bills during bill run?

v. Ability to not print a paper bill and email the bill to the customer?

w. Does it allow for customers to view and print their bills online, with at least 12 months of history available?

x. Ability to review bills before they are printed or updated to the database?

y. Ability to adjust a bill. Once the adjustment is made, the bill prints again correctly and a history of this change is maintained in the system?

z. Able to print bar-code account numbers for payment scanning?

aa. Ability to provide an electronic bill via email?

bb. If customer opts for ebill option, allow customer to have choices to: 1) still get a paper bill and ebill; 2) stop getting a paper bill and just get an ebill (which the system generates and emails).

cc. Ability to make adjustment and corrections before bills are processed?

dd. Combine usage for multiple metered and non-metered service points into a single consolidated account bill? System can combine an unlimited number of user-chosen meters on a single bill.

ee. Accommodate billing of accounts on different billing schedules such as bi-monthly, monthly, quarterly, semi-annual, and yearly basis?

ff. Support automatic calculating and billing of late payment charges (penalties)? Including the ability to identify to the system which customers and/or services are subject to late charges based on partial payments, payment arrangements, etc... Business rules and/or parameters will define how those late charges are to be calculated.

gg. Able to estimate usage for a meter that cannot be read, and estimate based on past usage? Estimates must be able to be modified by users as needed.

hh. Have the ability to automatically generate usage estimates and bill based on those estimates (computer or manual generated) in the absence of actual readings or readings that are determined to be incorrect? These reads should be labeled as such and prevented from being used in future estimating.

ii. Able to produce a one-time miscellaneous bill to a current customer? One-time bill is produced in addition to a normal cycle bill.

jj. Support an unlimited number of user defined adjustment types, e.g. refunds, final bill, leaks, etc.?

kk. Provide multiple capabilities for sorting bills? (e.g. Zip code, cycle, customer number)

ll. Provide sorted output in accordance with U.S. Postal Service standards? For example: sort bills based on zip plus four plus two.

mm. Ability to input a range of bills to be produced? For example, the entire bill run does not need to be printed all at one time.

nn. Have the system display the number of total bills printed?

oo. Allow restarting of a bill run from any point within the bill run?

pp. Provide the ability to send a duplicate copy or portion of the bill to any third party defined for the account? Ex: landlord, etc.

qq. Can the UBS allow certain services to be billed to a tenant while other services can be billed to a landlord?

rr. Does the UBS have the ability to bill a charge that's automatically calculated based on a formula? Ex: Calculation of the Chesapeake Bay Fee for commercial accounts based on the formula provided by the State of Maryland.

ss. Ability to create a template for utility bills?

tt. Allow the user to re-bill a customer after final bill has been rendered?

uu. System can automatically calculate and apply a leak adjustment?

vv. System can automatically calculate and apply a pool adjustment?

ww. Able to easily customize and edit, without IT intervention, what various line items will say on the bill?

xx. Can the UBS calculate fixed charges based on multi-unit apartment buildings?

yy. Does it support calculation of consumption using current and previous meter readings multiplied by user-defined multipliers (such as number of dwelling units)? Can this calculation also be applied to a fixed charge?

zz. Can it accommodate billing for customers of various rate classes, usage volumes, rate schedules, meter sizes, etc.? Ex: Residential Single Dwelling vs Residential Multiple Dwelling.

aaa. Can it maintain a file of comments for inclusion on utility bills, reminder notices or shut off notices?

bbb. Have the system display the number of bills to be printed? (By bill type)

ccc. Have the system display the number of bills remaining to be printed?

6. **FINANCIAL MANAGEMENT**

a. Allows positive or negative transaction adjustments with a complete audit trail?

b. Can the UBS provide an end of day report that summarizes multiple CSR batches, thus creating a report that reconciles all batch transactions and the daily bank deposit. The summary information should include (1) Summary by payment method. Such as: Walk-in, Night Deposit, Collections, Mail-in, Internet, or Bank Transfer. (2) Summary by payment type. Including the $ amount and # of each payment type. Such as: Check, Cash, Credit Card or Electronic Fund Transfer.

c. Accept and track any form of standard payment? This is to include but not limited to cash, checks, electronic commerce (bank drafts, EFT, etc.), credit cards, money orders, lock boxes, internet. etc. Payment types to be shown in balance history.

d. Ability to enter / apply payments to customer accounts manually (one customer at a time) or automatically in a batch (i.e. lockbox type payments)?

e. Does it accept over-payment or credit adjustment with amount maintained as an unapplied credit balance or be applied to the next service bill?

f. Does it provide complete audit trail of payments processed for reconciliation prior to general ledger cash posting?

g. Ability to import payment records from bank website and remittance processing software?

h. Ability to accept full, over, partial, and pre-payments?

i. Does it allow provisions for data entry correction of any distribution errors?

j. Does it have the ability to scan payment information directly into the system using a bar code or OCR scanner?

k. Can the Customer ID be scanned off a bill and the customer's information will automatically appear on the screen?

l. Ability to support payment arrangements for customers to schedule payments for outstanding balances?

m. Ability to recognize pending payments to prevent customers from being included on the shut off list?

n. Ability to display transaction history including bills, receipts adjustments, credits and refunds for an account?

o. Ability to display details of transaction and drill down to transaction?

p. Does it have a viewable payment history to show type of payment such as if it was paid by cash, check, credit card, etc.? This along with info we already receive such as batch number, operator, etc.?

q. Ability to automate the credit/refund process by batch?

r. Ability to display account transaction history via web portal?

s. Ability to pay outstanding balances or set up automatic payment from credit card or checking account via web portal?

t. Does the UBS have the ability to accept voluntary donations (REAP)?

u. Is there online cloud access for customers to pay and view their account information? What information does the customer have access to in the portal?

v. Ability to have full access to customer accounts via customer web portal?

w. Do customers have to register an account in order to pay via web portal?

x. Does the customer have the ability to save their payment information to their online account?

y. Does the online portal allow for customers to setup automatic payments with stored credit card and/or checking account information?

z. Can CSR take credit card payments over the phone, and automatically add payment to the customer's account?

aa. When a CSR takes a credit card over the phone, can the credit card information be securely stored so the next time the customer calls to pay with a credit card that same information can be processed without asking for the credit card numbers again?

bb. When a CSR takes a credit card over the phone, can the credit card information only be taken and entered once in order to properly process that payment? Can this be done with multiple payments?

cc. Ability to process credit card payments by swiping the card and not requiring to enter the card number directly? Therefore, a credit card can be entered or swiped, approved or declined, and posted directly to the customer's account with a batch total created for reconciliation.

dd. Ability for cashier clerk to log in and out of the system multiple times throughout a day without closing the cash drawer?

ee. Credit card grouping? Be able to see the amounts paid by different credit cards (Visa/MasterCard/etc.) daily and monthly.

ff. For when a customer pays in the office, can the UBS produce a receipt that has the following information at a minimum: Utility Name, Date and Time of Payment, Customer/Account Number, Receipt Number, Customer Name, Service Address, Total Due (total amount owed by the customer prior to the bill being paid), Amount Paid, Type of Payment (ie check, credit card, cash, etc.), Check Number (if paid by check), Balance Due (balance due on the account after the payment is made), Change Due.

gg. Provide the generation of a payment receipt automatically after payment is received (walk-up window)? Also have the ability to reprint a receipt?

hh. Accept payments (credit cards, checks, debit cards, or other online payment / tender methods) via an internet based web page?

ii. Allow cash drawer processing and cash reconciliation for each cashier and to allow a cashier to balance their own drawer at any time during the day?

jj. When a customer pays online, can the UBS immediately update the balance on the system (with no delay)?

kk. Ability to debit returned checks back to the customer's account and create appropriate returned check charge?

ll. Automatically place customers with returned checks into the delinquency process if the charge is past due?

mm. Does the UBS support budget billing?

nn. Ability to distribute a single payment to a multitude of accounts at a multitude of premises belonging to a customer?

oo. Does the UBS automatically generate the appropriate journal entries for "internal" accounts?

pp. Does it provide automatic allocation of payments to billed service with ability to adjust or override the default distribution?

qq. Ability to generate a counter invoice detailing charges and balance due?

rr. Ability to distribute partial payments based on user-defined preference (due date, service type, or percentage)?

7. **DELINQUENCY MANAGEMENT**

a. Does the UBS have the ability to age accounts in 30, 60, 90 and 120 day increments?

b. Ability to automatically add late penalties or interest to delinquent accounts according to a flexible rate structure determined by the user?

c. Does it have an automated payment plan arrangements allowing customer to pay amount due over time?

d. Ability to automatically assess a charge to an account if a shut off is processed?

e. Does it allow selected accounts to be flagged as exempt from receiving past due notices?

f.   Does it process accounts for write off and collection?

g.   Can it maintain a dynamic shut off list that can be automatically or manually updated?

h.   Does the UBS have the ability to generate a cut-off list within the UBS?

i.   Can the cut-off lists should show comments from the CSR to the field employee such as lock or pull the meter?

j.   Can the Cut-off list show comments such as bad dogs, electric fences or gate codes?

k.   Can the UBS produce a delinquency listing of all accounts with unpaid amounts greater than "X" days old since date the bill was mailed based upon user defined criteria?

l.   Does it do automatic printing of shut off notices and service orders through interface to service order system?

m.   Ability to produce delinquent bills for customers that have already received a final bill but continue to maintain an unpaid balance?

n.   Does it produce shut off and restore door tags for accounts that are being shut off?

o.   Ability to deliver shut off and restore tags to account holders via email?

8. **SERVICE ORDER MANAGEMENT**
    a.   Ability to define, add, change, and delete an unlimited number of service order types?

    b.   Service request goes directly to service department (electronically)? Paperless work/service order system.

    c.   Does the service order system provide automated real time updates to the utility system upon completion of service order?

    d.   Ability to modify notes on service orders on customer screens?

    e.   Can the UBS track all pending or incomplete service orders in the system?

    f.   Can the UBS send and record reminder notices to the user for services orders that are pending?

    g.   Does a history of all service orders related to a service address remain with the service address record? Do the service orders provide drill down functionally for details of actual work performed?

h. Ability to define a workflow for each service order type with automatic email notification to responsible parties?

i. Ability to automatically update customer, location, meter, and account information upon completion of service order actions?

j. Ability to print or email service orders based on user-defined selection criteria?

k. Does the UBS have the ability to dispatch and receive service orders via laptop or tablet?

l. Can field technicians access the UBS from laptops/tablets using wireless internet?

m. Ability to attach service orders to addresses for a history of repairs at the location? (making it easier for judgment calls on something as easy as just repairing a leak or replace a whole service line)

n. If an account is active and somebody in the field wants to input the 'location code' for a meter, can the field staff do it on hand held devices and the correct data will appear in the billing system when they return to the office and synch their units with the billing system? (Also enable the same type change using the hand held devices if the location code is either blank or wrong for any service.)

o. Ability for field employees to instantly transmit a service order to another employee? (Employee A was assigned service order. Employee B is in the area of the service order. Employee A transfers service order to Employee B).

p. Ability to electronically transmit work/service orders to field personnel, and transmit completed work/service orders back to office when completed?

q. Is customer contact information such as phone numbers to print on service/service orders? Such customer information will automatically populate from billing system onto the service/service order from customers general info screen instead of manually entering it.

r. Can user view service order status to see the status of a service/service order in real time? (would cut back on calls & also see exactly when and what was done)

s. Unlimited text allowed to write out details on Work to Perform area on service/service orders?

t. Allow City staff to use any device of their choosing (including but not limited to laptop, tablet, toughbook, AMR handheld, cell phone, or any device that runs

Windows/Apple/Android services) to talk to the billing system and generate and record all meter related service orders remotely from that preferred device?

u. Display/print on service order special handling situations relevant to the premise/customer when taking the order, e.g. requires special handling; dangerous dog on premise; service on hold by health dept, life support, etc.

v. Display/print the multiple contact info (third party) related to the service address. The owner, manager, management company, etc. may be contacted for access to the premise, to verify tenant move in/out dates, handling of returned mail.

w. Provide that an emergency order will be highly visible as an emergency order requiring immediate attention?

x. Can the UBS provide an image of the service order to always be kept for viewing?

y. Can field technicians issue notifications/services orders to the office informing, for example, that there is a new meter installed at a property? Would the notification/service order give detailed information including but not limited to service address, meter size, dials, transponder number, location of meter, etc.?

z. Ability to automatically trigger a new service order for common tasks that are dependent on other tasks? For example, when a leak is repaired, a box would be checked or a button pushed that would automatically create a service order for that location.

aa. When a customer pays in full after being turned off for nonpayment, can the UBS automatically generate a Turn On Service Order and can automatically include a 'Re-establish Service Fee' to be added to the account immediately?

bb. When a customer pays in full after being turned off for nonpayment, can the UBS automatically generate a Turn On Service Order and can automatically create an individual invoice for a 'Re-establish Service Fee' that is separate from the next bill?

cc. In the prior two scenarios, can the UBS automatically bill the correct Re-establish Service Fee' based on the time the service was reconnected? Examples: 'the fee is $50 if the service was re-established during office hours' and 'the fee is $80 if the service was re-established after-hours'.

dd. Can UBS communicate with mapping, giving field personnel an indication of what they are getting ready to work on and a general location?

ee. Can the UBS display, find and sort service orders (in text format) in a particular geographic vicinity by leveraging an interface to the GIS?

ff. System can find and graphically display service orders (on a map) that are in a particular geographic vicinity by leveraging an interface to the GIS?

gg. Can service orders be color coded and sorted? For example: to identify if the service order is for a meter change out, final reading, meter reread, meter testing.

hh. Automatically place each employee's work/service orders in most efficient sequence based on location? This will save time, fuel, and effort.

ii. Provide the capability of issuing service orders in a logical ordering of cycle, route, sequence of meter? The system should do this without human intervention, but should allow human intervention to change such ordering.

jj. Allow for the customization of the service order format to be user definable?

kk. Ability to initiate service charges as the result of processing a service order? This will include a parameter-defined standard charge with operator override capabilities.

ll. Posting of completed service orders to automatically trigger posting of the applicable service charges with the ability to trace the charges back to the service order.

9. REPORTING

a. Does the UBS include standard financial, operational, service work order reports and audit trails?

b. Does the UBS include end user reporting tools to create reports based on any field combination or partial field within the utility billing system?

c. Ability to export reports to Microsoft Excel and Word?

d. Ability to generate a list of accounts, customers, or meters based on user- defined selection criteria?

e. Ability to generate analysis reports with user-defined parameters with flexible selection criteria and grouping options?

f. Produce a variety of reports that will allow the users of the system to easily glean data from the systems' databases without requiring the help / assistance from the IT Department resources? Reports should be menu driven (accessible from the menu)

and have a variety of pertinent ranges for filtering data, as well as a variety of sorting and output options.

g. UBS is able to store, edit and reuse queries and reports?

h. Does the UBS allow individual users to easily create and store their own user-created queries and reports?

i. Able to generate reports while they are running without adversely affecting system performance?

j. Ability to break down billing reports by certain billing items (Water Only, Sewer Only, Bad Debts, Sign Up Fees, etc.)?

k. Individuals can run reports and simultaneously work in other windows of the system?

l. Can reports be directly downloaded to Microsoft Excel and Word?

m. Report queries can access multiple tables in the billing system?

n. Ability to produce consumption reports for all customers, by service area, by rate type, meter type and/or service type - and any combination of user defined factors? Also have the ability to print consumption reports based on the top x consumers based on rate type and or service type, base rates, and flow rates. (Where x is defined by the user.)

o. Can UBS print address labels?

p. Generate mailing labels based on user-defined criteria?

q. Allow a user to print any screen in the system?

r. Closed Customer Aging? This function prints a report that shows the accounts receivable aging for customers that have closed accounts and still have balances outstanding.

s. Consumption History Report? This function prints a report that shows consumption by month by service type for the preceding 12 months.

t. Consumption Stats Report? This function prints a report by service type, number of services by consumption range, with average and standard deviation. Carrier presort with OMR for inserter.

u. Current Bills? This function prints the current bills / statements. Can print this in a variety of sorted orders (by zip code, geographic area, billing cycle, etc…).

v.   Current Meter Report? This function prints a report that shows meters by customer.

w.   Customer Balance Reports? This report is basically a Customer Aging without any aged totals, it simple shows beginning balance, and ending balance for a customer.

x.   Customer Service Type Report? This function prints a report that shows service orders by service type by customer showing number of dwellings, consumption.

y.   Have letter creation and printing capability?

z.   Have reports generated and viewed on-screen before printing?

aa. Ability to produce a five (5) year history report by service area that will show revenue history, consumption history, for any and all services and rates that the City uses? The report can be filtered and or sorted by service area, date, customer id, premise id, etc.

bb. Ability to produce a variety of financial based reports, including revenue reports, cash receipts, accounts receivable aging, etc.

cc. Have the UBS contain a full array of standard reports. (Please provide list of your standard reports in your RFP response.)

dd. Ability to customize reports to access and search/sort data from any field(s) in the billing system and/or interfaced databases?

ee. Can the UBS search on any field, or combination of fields, to create a report? (Note if there is any external 3rd party software required to complete this task using your system, and note the version of that software that is required.)

ff. Provide tools to reconcile cycle revenue and provide tools for the reconciliation of UBS revenue cycle with the General Ledger receivable cycle.

gg. Task Scheduling - Automated Report Generation - Memorized reports with defined criteria automatically generate on a user-defined periodic basis. Month end report examples include: Customer Payment Listing, Detailed Accounts Receivable Listing, Bad Debt Accounts Receivable Listing, Aged Receivable Listing (30, 60, 90 days, etc)

hh. The UBS has quality Canned Reports embedded. Examples include: Monthly Revenue & Usage Reports: # of Gallons, $'s, and # of Customer Billed - By Type of Customer (Residential, Commercial, Tax Exempt, etc.), etc.

ii. Provide sample reports for the following: Daily Accounts Receivables Report, Meter Consumption Report, Meter Size Count Report, Account Master Listing, Meter Master Listing, Route Billing Report by Bill Code, Active Account Billing Report, Aging Analysis Report, Bill Code Master Listing and Meter Reading Listing.

jj. Ability to generate water loss reports by billing source? Data from the UBS such as water sold by source and billing source. Data from the software such as water sold by source, water flushed, etc. can be keyed into to the software to complete the report.

kk. Does the UBS have the ability to convert quarterly billing data into monthly for accounts with quarterly billing cycles? For example: this function can be used to generate a report for total usage billed for an entire year.

ll. System validates data entry using external interfaces (like GIS, etc) for: valid street address names; valid street address numbers; valid tax id/parcel number, etc.

mm. Does the UBS have the ability to automatically reformat report files (ex: meter consumption report) using python scripts and import the data into the City's GIS system?

nn. UBS gives users a time estimate for how long a report will take to generate, and allows users to cancel the report prior to running?

oo. Users can schedule reports to be run at a later time?

pp. Report queries can access multiple tables in the billing system and external databases interfaced with the billing system?

qq. Ability to perform spatial queries of UBS data using GIS? (i.e. draw a polygon around customer meters along a rural road and receive a report indicating average monthly usage of selected customers)

SECTION IV

Request for Proposal

Fees and Pricing

Section IV: Fees and Pricing

All prices are to be in U.S. dollars. Proposer must complete the attached Annual Cost Proposals for years 1-5, showing the breakdown of its pricing for the first five years. All costs must be itemized and included in the proposer's proposal. The Proposer's cost quotations must include detailed pricing and all itemized costs associated to fully implement a successful operation of a UBS (e.g., software cost, license fees, system install/setup, modifications, data conversions, training, travel and per diem, interfaces, annual maintenance/support, documentation, hardware, add-on 3rd party software, discounts and any other anticipated costs). Applicable taxes should be separately itemized.

The Proposer must provide the annual maintenance fees associated with the new utility billing software and shall entitle the purchaser to any upgrades released during the first two years without additional cost. It is expected that future upgrades shall be available to allow the City to take advantage of improvements in both software and hardware capabilities.

In the event a product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.

In addition to the breakdown of costs outlined above and in the Cost Proposal, the City requires submittal of a quoted total number of hours (and the respective hourly rate) for professional and technical services that may be required to complete the UBS project. The Proposer should also submit a separate hourly rate sheet for all professional and technical services it provides.

The City has included pricing sheets for a Software as a Service (SaaS) over a five (5) year period. Also included are pricing sheets for an on-premises UBS solution for the same version of software as well.

Annual Cost Proposal – YEAR 1

Software as a Service (SaaS)

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 2

   Software as a Service (SaaS)

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 3

Software as a Service (SaaS)

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 4

   Software as a Service (SaaS)

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 5

Software as a Service (SaaS)

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 1

   On-Premises Solution

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 2

    On-Premises Solution

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 3
    On-Premises Solution

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 4

　　On-Premises Solution

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

Annual Cost Proposal – YEAR 5

    On-Premises Solution

A. Application Software & License Fees:	Hours	Price
Software Purchasing Cost		
License Fee - # of Users:		
Other:		
Other:		
Total One-Time Software & License Fees		
B. On-Site Training & Project Management:		
On-Site Business Process Review		
Installation/Setup – Software		
Installation/Setup – Hardware		
System Administrator Training		
On-Site Base Training		
Advanced Training		
Project Management		
Bill Formats/Calculations		
Data Conversion		
Reports		
Custom Modifications		
Interface Testing		
POS Hardware Installation/Setup		
POS Software Installation/Setup		
Merchant System Setup		
Other:		
Total On Site Training & Project Management Fees		
Total Software, Project & Services		
C. Annual Software & Support Maintenance		
Annual Maintenance		
Database Maintenance		
Merchant Fees		
Merchant Cost Per Transaction		
Other:		
Total Annual Maintenance & Support		
D. Travel & Living Expense		
Estimated Travel & Living Expense		
Total Software, Project, Services, Annual Maintenance & Support and Travel & Living Expenses		

SECTION V

Request for Proposal

Attachments

(ATTACHMENT A)
Current Utility Billing Processes

Overview

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Payments

ACH Payments	Over the Counter Payments	Online Payments	Phone Payments	Bank Payments	Lockbox/C.I.R. Payments
Create payment batch	Customer makes payment at cashier's station (cash, check, credit)	Customer pays and maintains account through online merchant vendor	Customer contacts the call center to pay over the phone	Customer pays through their own bank site	Customer checks sent to bank's lockbox service to process
Create ACH file in UBS	Create batch according to type of payment (cash, check, credit)	Receive daily payment file from merchant's FTP site	Payment is processed through online merchant account system	Receive daily payment file from bank's FTP site	Receive daily payment file from bank's FTP site
Send ACH file electronically to the bank for processing	Manually enter each payment into UBS	Upload payment data into UBS and verify data		Log into bank's arbox site daily to retrieve payment report	Log into bank's lockbox site daily to retrieve payment report

Proof and post payments

Upload payment data into UBS and verify data

Print reports for record retention

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Enter New Service Location

```
Receive new meter                              Receive new home
install form                                   construction permit
(Green Form)
     │                                               │
     ▼                                               ▼
Assign account number          No          ┌──────────────────┐
based on route        ◄─────────────────── │  Refuse only     │
associated with service                    │  account?        │
address                                    └──────────────────┘
(01, 02, 03, 9000)                                 │ Yes
     │                                             ▼
     ▼                                     Assign account number.
Enter meter                                based on route
information* and                           associated with service
assigned transponder                       address (1101, 1102)
number                                             │
     │                                             │
     │        Enter billing codes (Water,          │
     └──────► Sewer, Bay Fee, Ready to ◄───────────┘
              Serve Charges and/or
              Refuse)
                      │
                      ▼
              Enter billing address and
              customer contact
              information
```

*Meter information includes meter number, size, manufacture code, dials, installation date, current reading, and location.

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Meter Readings

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Monthly Billing

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Late/Penalty Notices

```
┌─────────────────────────┐
│ Run credit generation   │
│ report set for 34 days  │
└─────────────────────────┘
            │
            ▼
┌─────────────────────────┐
│ Run penalty charge      │
│ generation for cycle    │
│ (01, 02, 03)            │
└─────────────────────────┘
            │
            ▼
  ╱──────────────╲                  ◇ Any penalty      Yes   ┌──────────────────────┐
 ╱ Batch created  ╲ ───────────────▶   waivers?        ────▶ │ Edit batch to delete │
 ╲ automatically  ╱                  ◇                        │ any penalties applied│
  ╲──────────────╱                      │ No                  └──────────────────────┘
                                        ▼                               │
┌─────────────────┐    ┌──────────────────────┐                        │
│ Run print job   │◀───│ Proof then post      │◀───────────────────────┘
│ (01, 02, 03)    │    │ penalties to accounts│
└─────────────────┘    └──────────────────────┘
        │
        ▼
 ╱────────────────╲     ┌──────────────────────┐   Yes   ◇ Any Refuse only
╱ Send electronic  ╲    │ Run job for emailing │  ─────▶   notices?
│ billing file to  │──▶ │ customer water utility│        ◇
│ vendor for       │    │ late notices         │            │
│ printing and     │    └──────────────────────┘            │
╲ mailing         ╱              │ No                        │
 ╲────────────────╱              │                           ▼
        │                        │             ┌──────────────────────┐
        │                        │             │ Run print job        │
        ▼                        ▼             │ (1101, 1102)         │
 ╭────────────────╮    ┌──────────────────────┐└──────────────────────┘
 │ Confirm receipt│◀───│ Run job for emailing │◀──────────┘
 │ of files and   │    │ customer Refuse only │
 │ bill count with│    │ late notices         │
 │ vendor         │    └──────────────────────┘
 ╰────────────────╯
```

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Final Billing

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Account Switching

(ATTACHMENT A – CONTINUED)
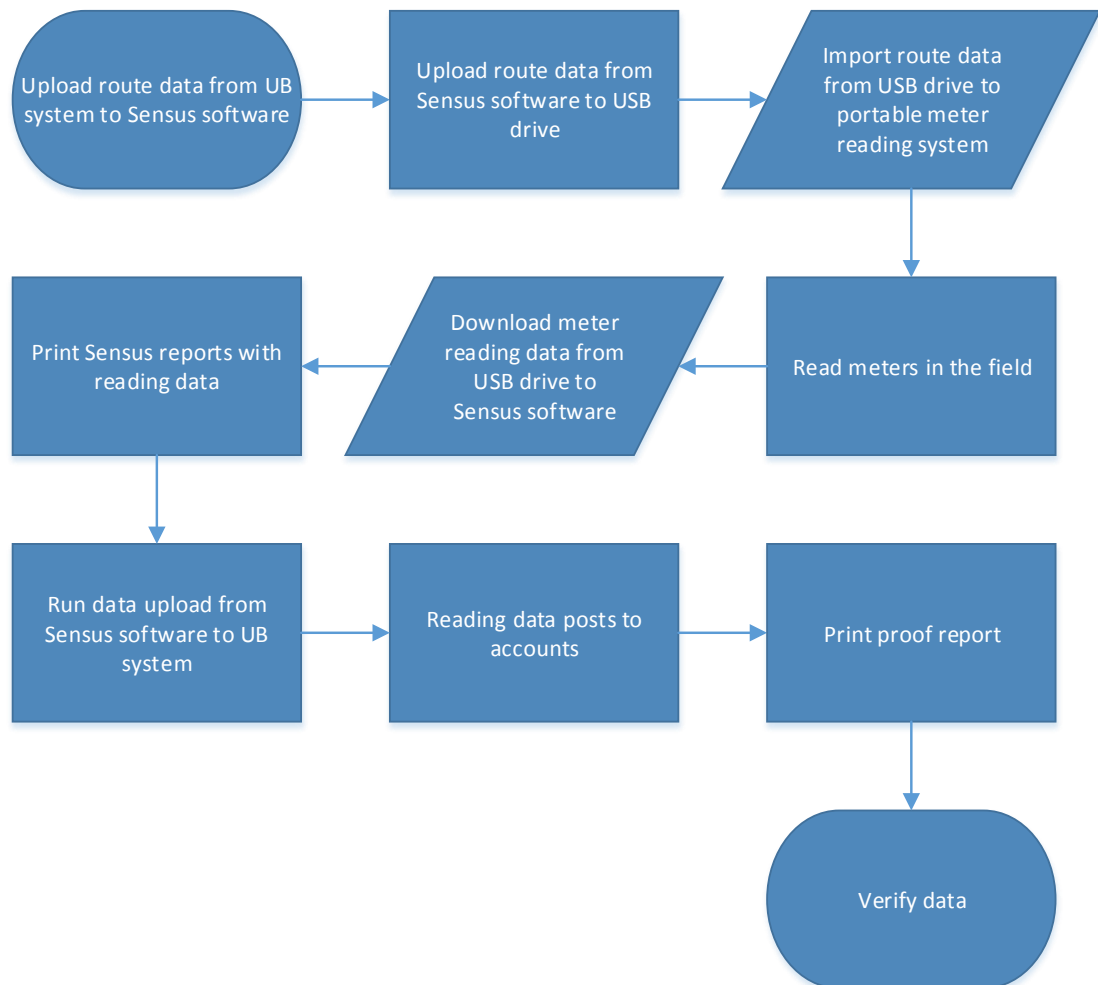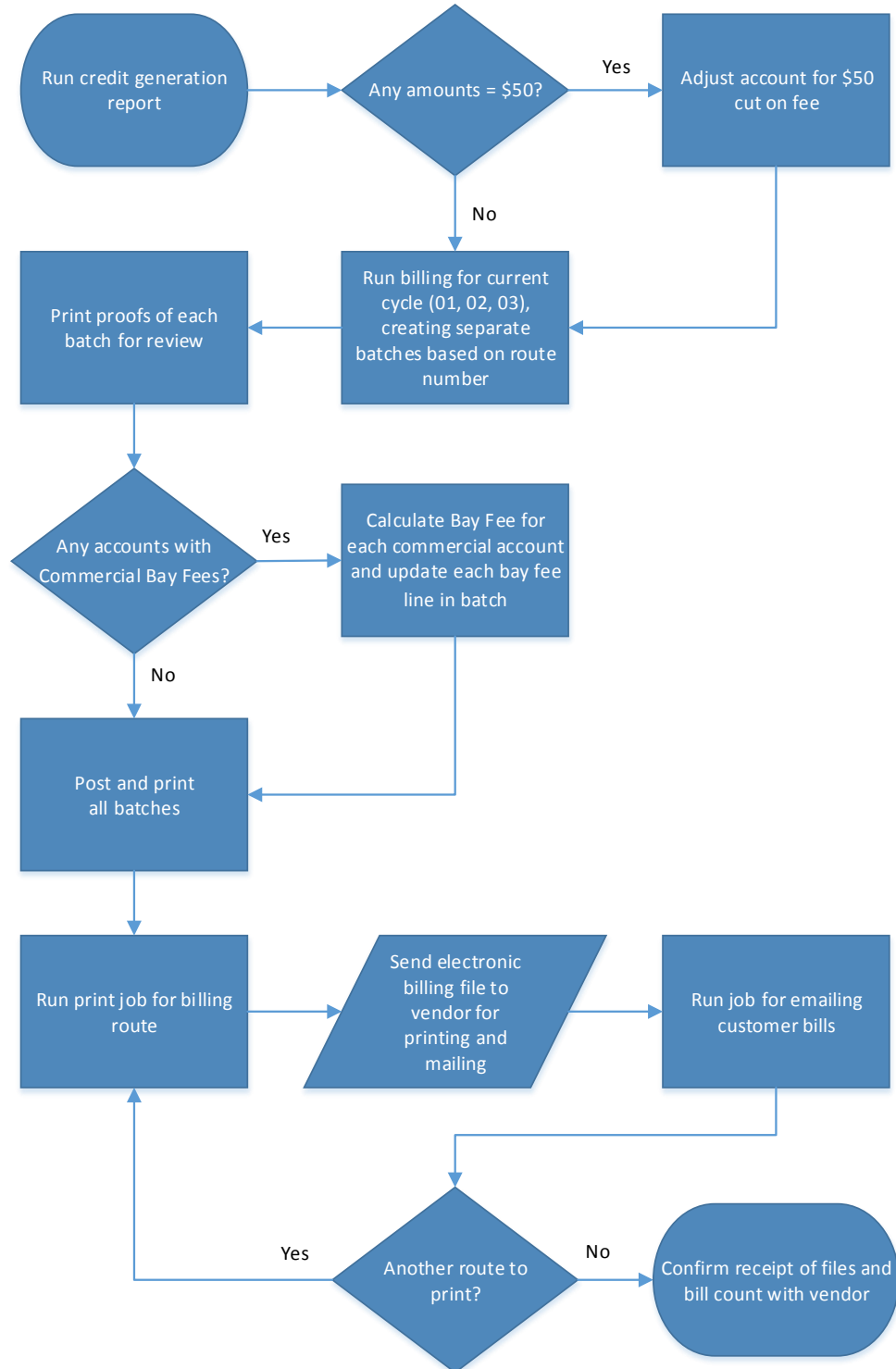## Current Utility Billing Processes
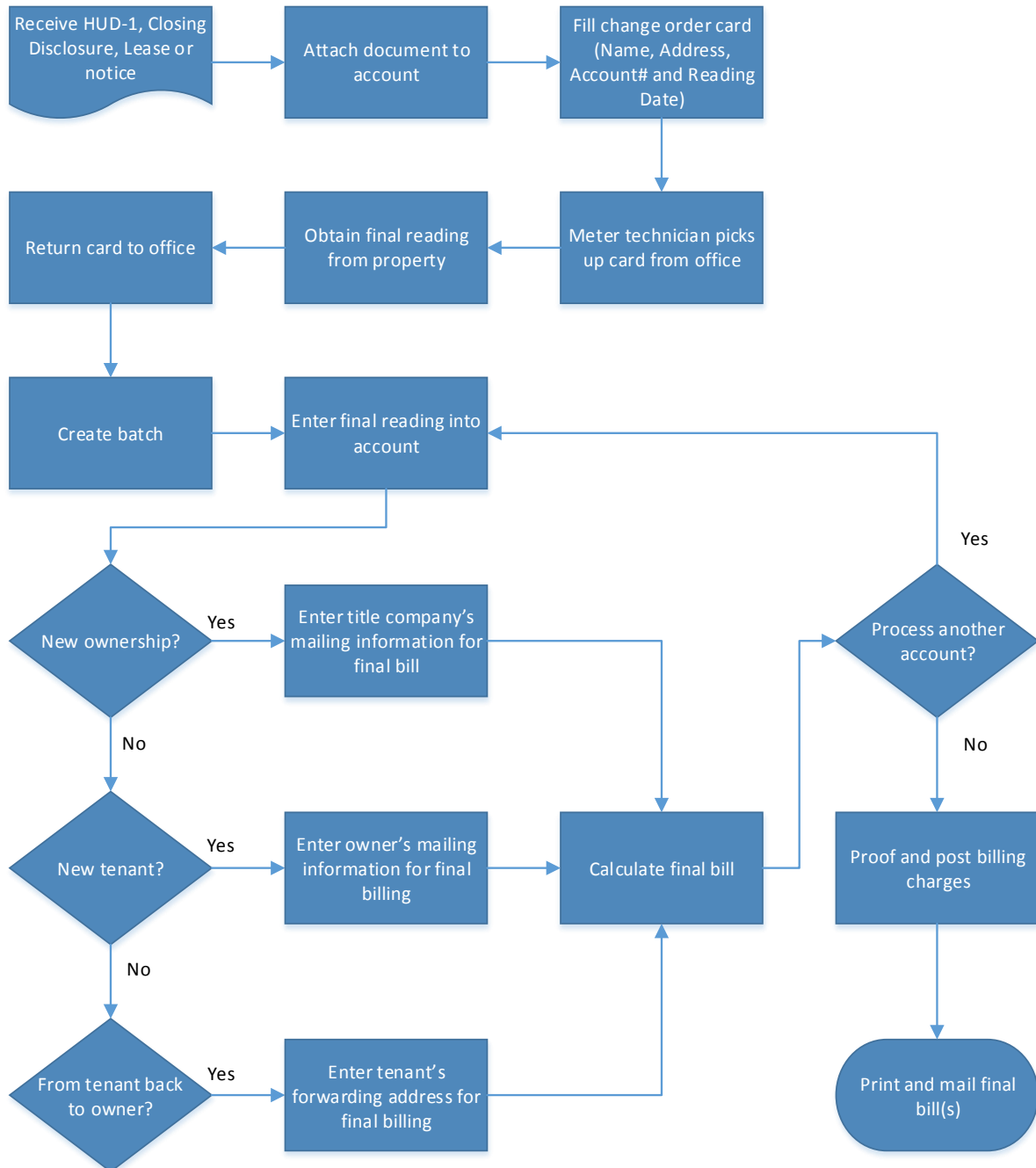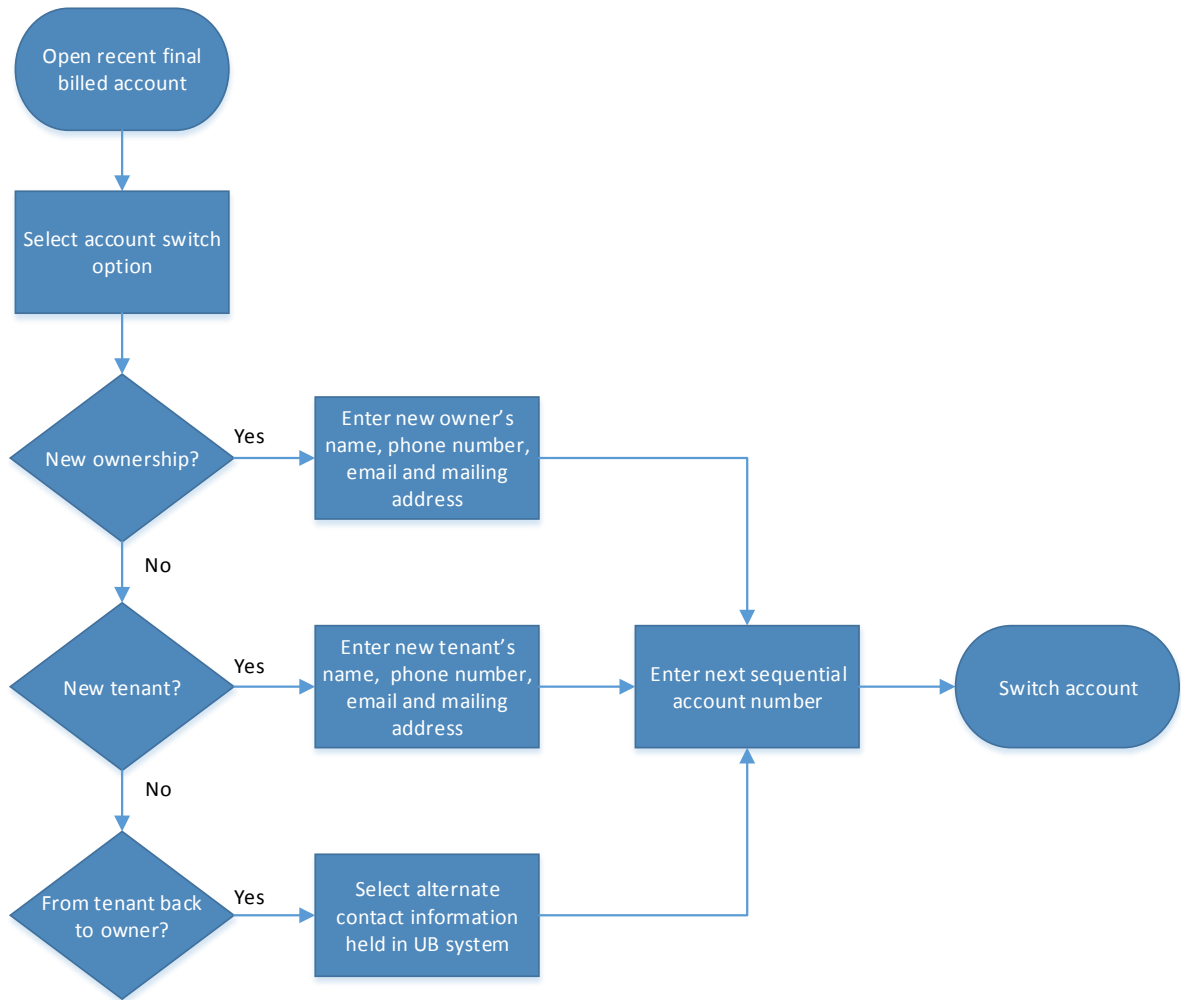
Cut-Offs

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Penalty Adjustments

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

NSF Adjustments

```
┌──────────────┐      ┌──────────────────┐      ┌──────────────────┐
│ Create batch │ ───▶ │ Run NSF payment  │ ───▶ │ Enter account    │ ◀──┐
└──────────────┘      │ adjustment entry │      │ number           │    │
                      └──────────────────┘      └──────────────────┘    │
                                                         │              │
                                                         ▼              │
┌──────────────┐      ┌──────────────────┐      ┌──────────────────┐    │
│ Enter        │ ◀─── │ Enter $35 return │ ◀─── │ Select payment   │    │
│ reference    │      │ check fee        │      │ to credit        │    │
│ (NSF Adj)    │      └──────────────────┘      └──────────────────┘    │
└──────────────┘                                                        │
       │                                                                │
       │                              ◇ Process another ◇  Yes ─────────┘
       └─────────────────────────────▶    account?
                                              │ No
                                              ▼
┌──────────────┐      ┌──────────────────┐      ┌──────────────────┐
│ Leave comment│ ◀─── │ Print reports for│ ◀─── │ Proof and post   │
│ on account   │      │ record retention │      │ batch            │
└──────────────┘      └──────────────────┘      └──────────────────┘
```
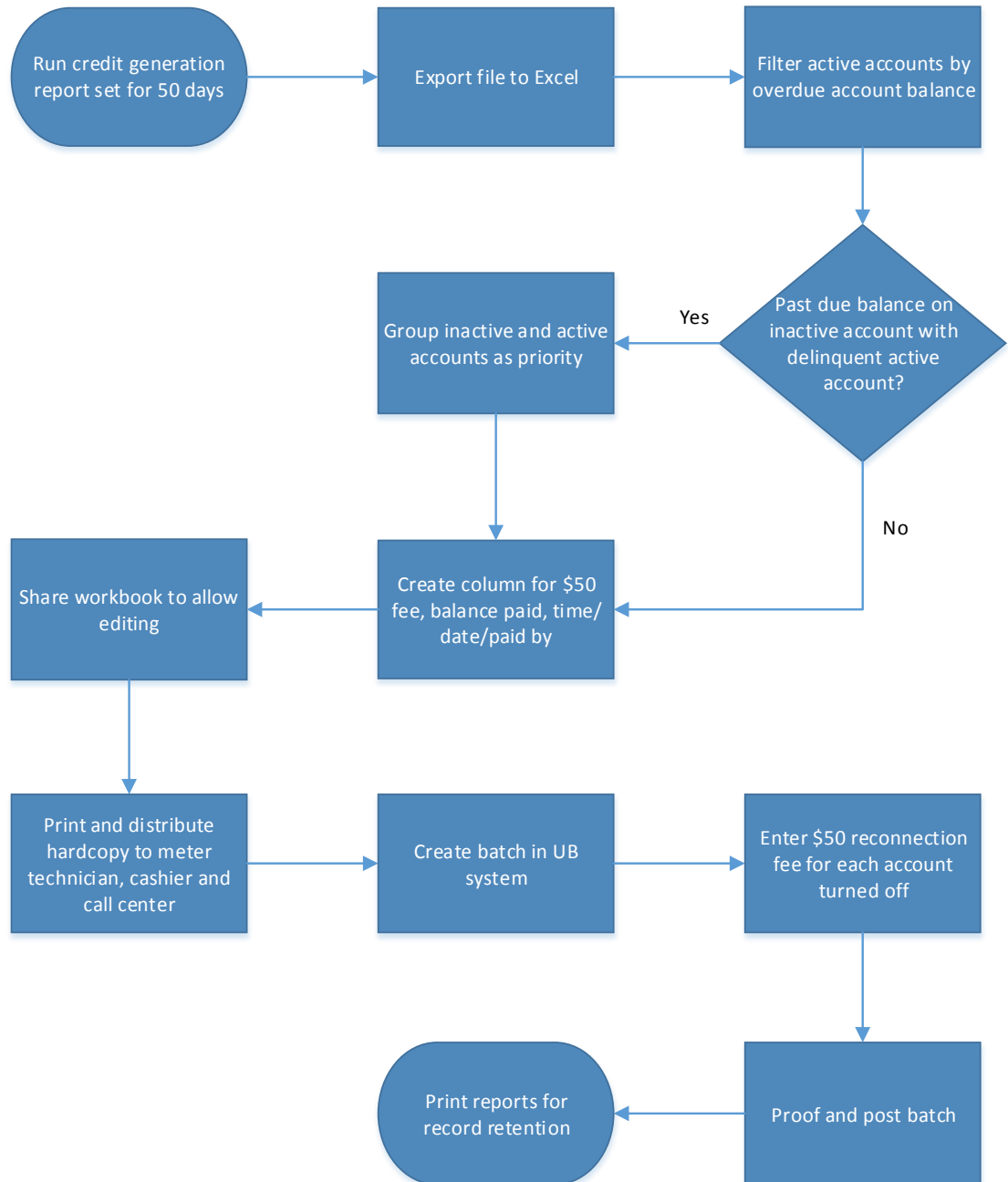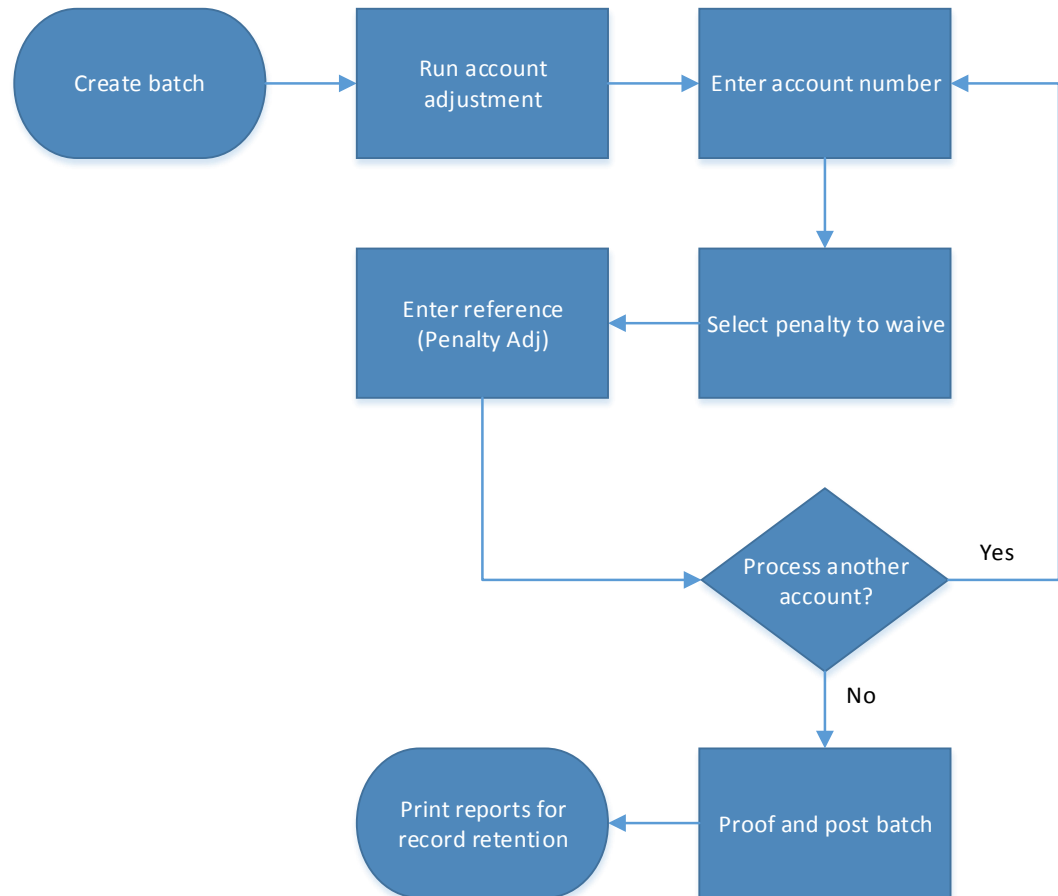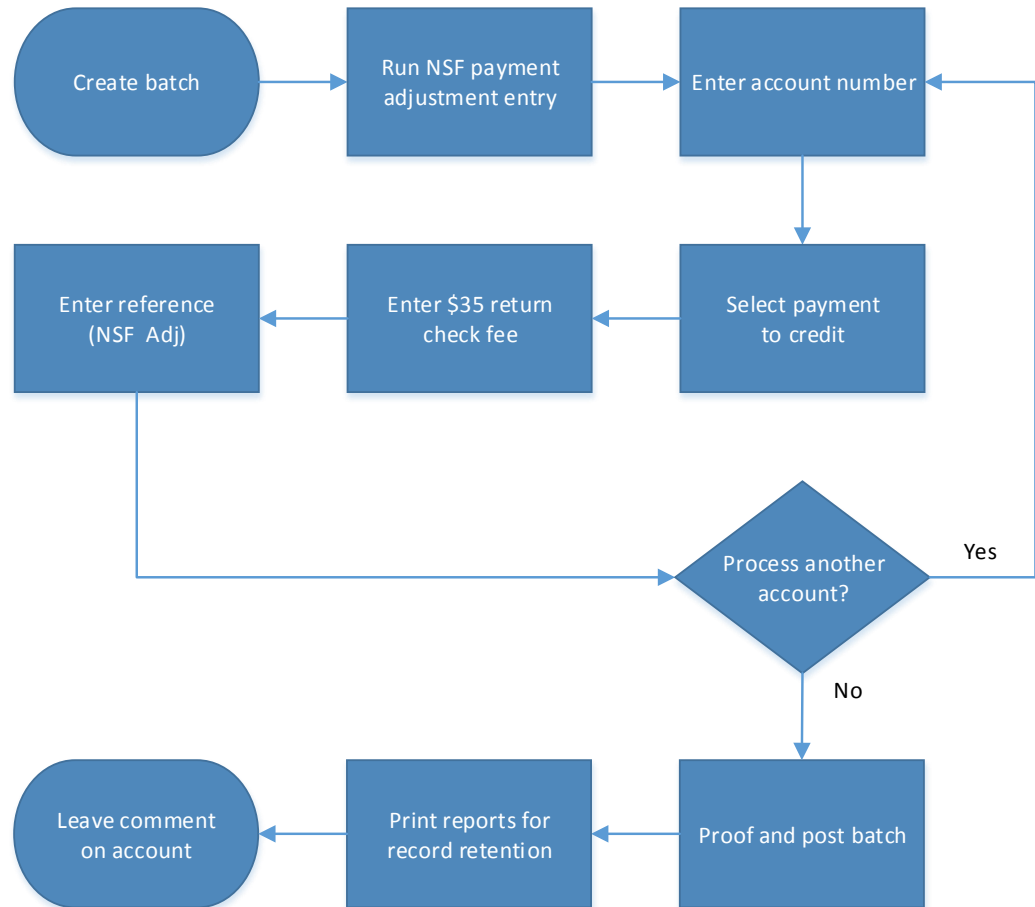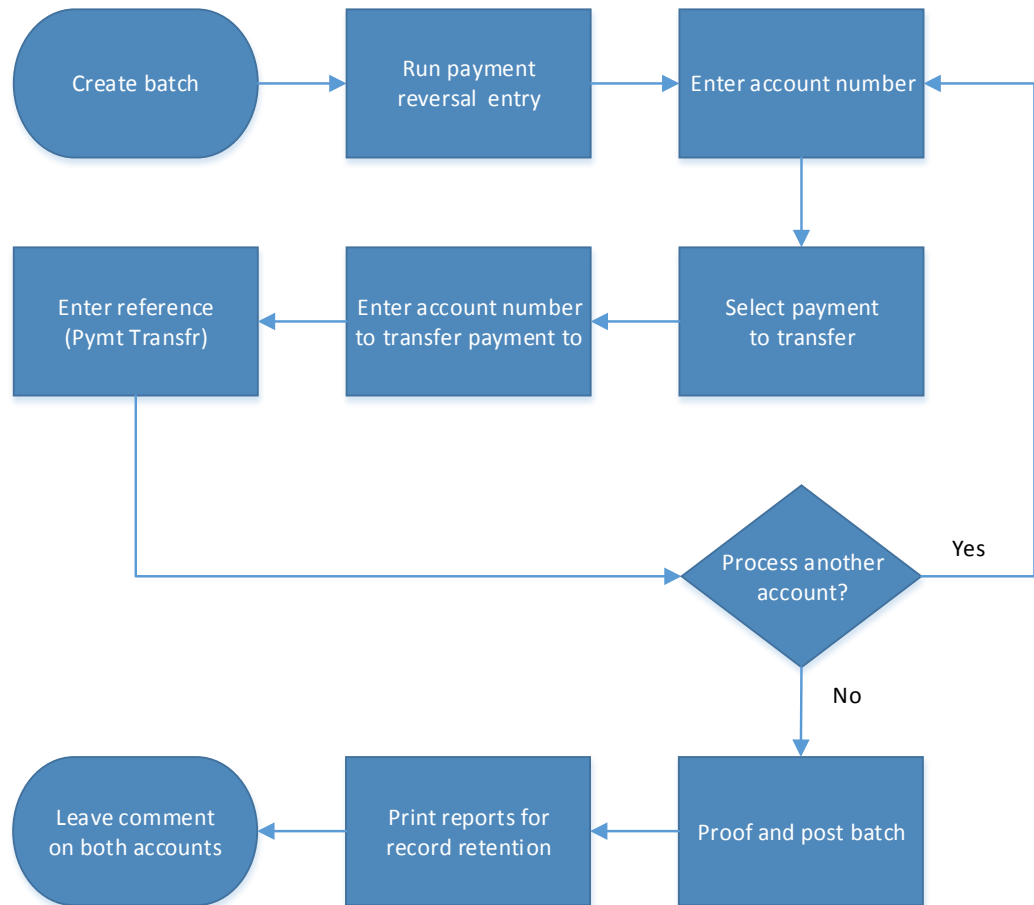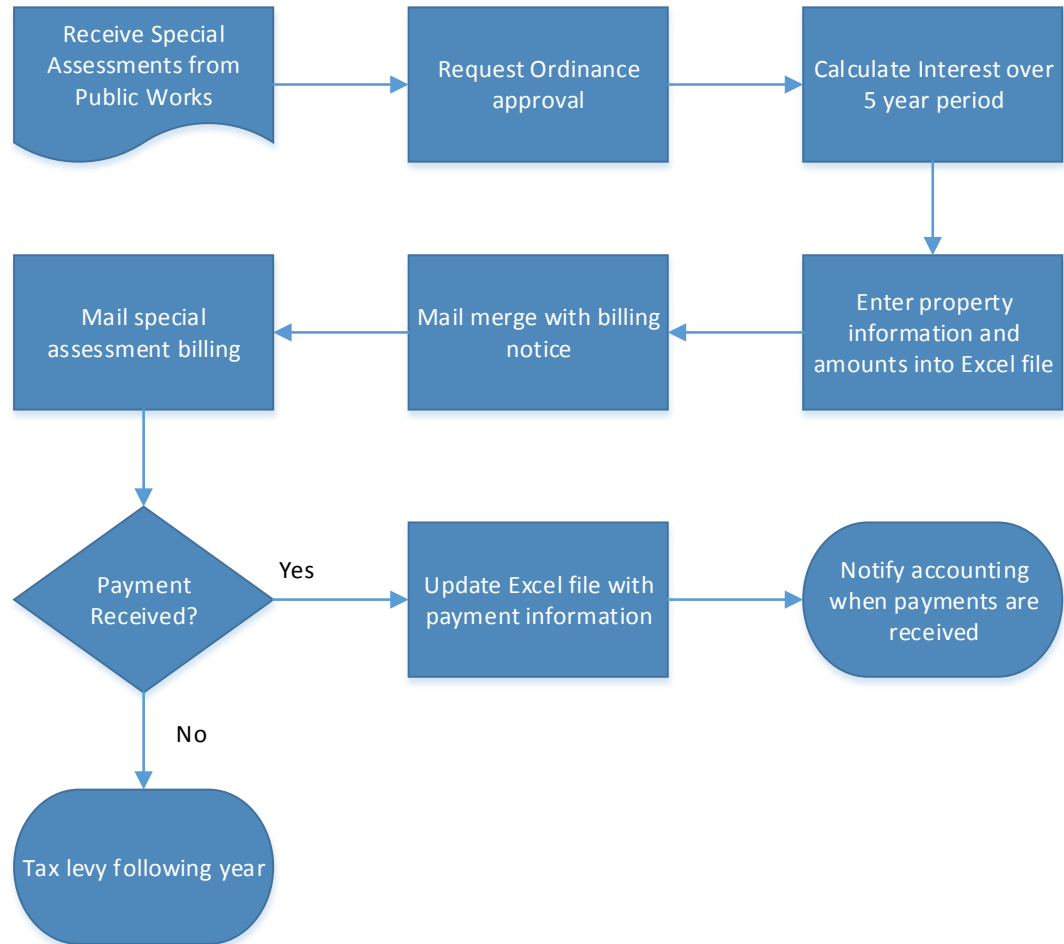
(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Payment Transfer

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Special Assements

```
┌──────────────────┐      ┌──────────────────┐      ┌──────────────────┐
│ Receive Special  │      │                  │      │                  │
│ Assessments from │ ───▶ │ Request Ordinance│ ───▶ │ Calculate Interest over│
│  Public Works    │      │    approval      │      │   5 year period  │
└──────────────────┘      └──────────────────┘      └──────────────────┘
                                                              │
                                                              ▼
┌──────────────────┐      ┌──────────────────┐      ┌──────────────────┐
│  Mail special    │      │ Mail merge with  │      │ Enter property   │
│ assessment billing│ ◀── │  billing notice  │ ◀── │ information and   │
│                  │      │                  │      │ amounts into Excel file│
└──────────────────┘      └──────────────────┘      └──────────────────┘
        │
        ▼
    ◆ Payment        Yes   ┌──────────────────┐      ┌──────────────────┐
      Received?  ───────▶  │ Update Excel file│ ───▶ │ Notify accounting│
                           │ with payment info│      │ when payments are │
        │ No               └──────────────────┘      │    received      │
        ▼                                             └──────────────────┘
┌──────────────────┐
│ Tax levy following│
│      year        │
└──────────────────┘
```

(ATTACHMENT A – CONTINUED)
Current Utility Billing Processes

Tax Collection
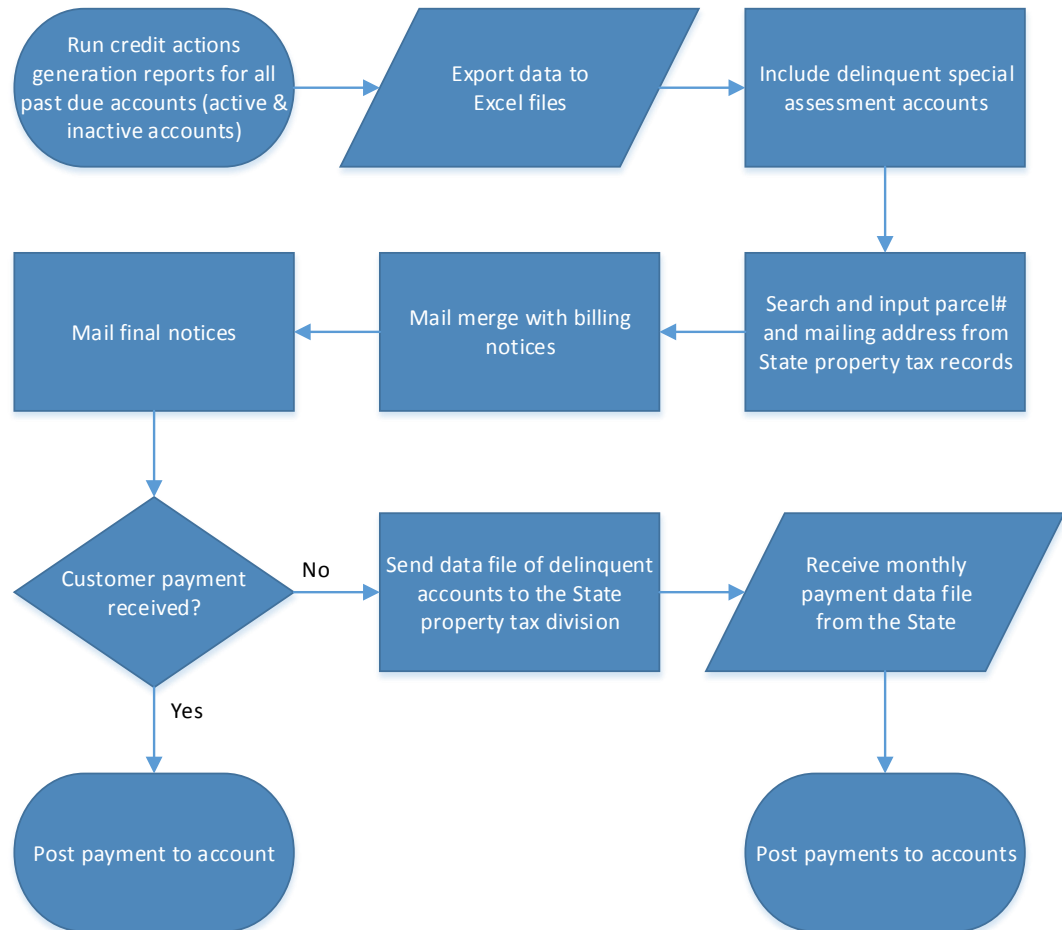
(ATTACHMENT B)
City of Rockville
Water Utility Billing Software
UTILITY RATES AND FEES EFFECTIVE JULY 1, 2016

Ready-to-Serve* (RTS) Charges for Water and Sewer					
Water RTS by Meter Size			**Sewer RTS by Meter Size**		
Meter Size	**Monthly Rate**	**Quarterly Rate**	**Meter Size**	**Monthly Rate**	**Quarterly Rate**
5/8"	$3.66	$10.98	5/8"	$3.67	$11.01
3/4"	$5.49	$16.47	3/4"	$5.51	$16.53
1"	$9.15	$27.45	1"	$9.18	$27.54
1 1/2"	$18.30	$54.90	1 1/2"	$18.35	$55.05
2"	$29.28	$87.84	2"	$29.36	$88.08
3"	$58.56	$175.68	3"	$58.72	$176.16
4"	$91.50	$274.50	4"	$91.75	$275.25
6"	$183.00	$549.00	6"	$183.50	$550.50
8"	$292.80	$878.40	8"	$293.60	$880.80
10"	$420.90	$1,262.70	10"	$422.05	$1,266.15

Quarterly Water Usage Charges (Based on Meter Size)				
Meter Size	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**
	(quarterly use)	(quarterly use)	(quarterly use)	(quarterly use)
5/8"	0 - 15,000	15,001 - 30,000	30,001 - 45,000	45,001 +
3/4"	0 - 22,500	22,501 - 45,000	45,001 - 67,500	67,501 +
1"	0 - 37,500	37,501 - 75,000	75,001 - 112,500	112,501 +
1 1/2"	0 - 75,000	75,001 - 150,000	150,001 - 225,000	225,001 +
2"	0 - 120,000	120,001 - 240,000	240,001 - 360,000	360,001 +
3"	0 - 240,000	240,001 - 480,000	480,001 - 720,000	720,001 +
4"	0 - 375,000	375,001 - 750,000	750,001 - 1,125,000	1,125,001 +
6"	0 - 750,000	750,001 - 1,500,000	1,500,001 - 2,250,000	2,250,001 +
8"	0 - 1,200,000	1,200,001 - 2,400,000	2,400,001 - 3,600,000	3,600,001 +
10"	0 - 1,725,000	1,725,001 - 3,450,000	3,450,001 - 5,175,000	5,175,001 +
Rate Per 1,000 Gallons	$4.92	$7.57	$11.73	$15.84

Monthly Water Usage Charges (Based on Meter Size)				
Meter Size	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**
	(monthly use)	(monthly use)	(monthly use)	(monthly use)
5/8"	0 - 5,000	5,001 - 10,000	10,001 - 15,000	15,001 +
3/4"	0 - 7,500	7,501 - 15,000	15,001 - 22,500	22,501 +
1"	0 - 12,500	12,501 - 25,000	25,001 - 37,500	37,501 +
1 1/2"	0 - 25,000	25,001 - 50,000	50,001 - 75,000	75,001 +
2"	0 - 40,000	40,001 - 80,000	80,001 - 120,000	120,001 +
3"	0 - 80,000	80,001 - 160,000	160,001 - 240,000	240,001 +
4"	0 - 125,000	125,001 - 250,000	250,001 - 375,000	375,001 +
6"	0 - 250,000	250,001 - 500,000	500,001 - 750,000	750,001 +
8"	0 - 400,000	400,001 - 800,000	800,001 - 1,200,000	1,200,001 +
10"	0 - 575,000	575,001 - 1,150,000	1,150,001 - 1,725,000	1,725,001 +
Rate Per 1,000 Gallons	$4.92	$7.57	$11.73	$15.84

The Ready-to-Serve Charge is designed to recover a portion of the fixed costs of the City's water operation. These costs include maintenance of meters, debt service, depreciation and customer service costs for meter reading and billing.

NAME OF PROPOSER_____

(ATTACHMENT B - CONTINUED)
City of Rockville
Water Utility Billing Software
UTILITY RATES AND FEES EFFECTIVE JULY 1, 2016

Sewer Usage Charge		
Rate Per 1,000 Gallon	$8.23	For All Meter Sizes

Chesapeake Bay Fee
$60.00 Annually - Billed Either $5.00 Monthly or $15.00/Quarter (*For Residential Customers*)

Refuse Rate (Trash and Recycling)
$424 Annually - Charged on the Property Tax Bill

OTHER FEES

WATER DISCONNECT/RECONNECT FEE: $50.00 *(Water service will not be restored unless this fee is paid in addition to the current bill amount.)*

AFTER HOURS - ADDITIONAL $80.00

RETURN CHECK FEE: $35.00 *(If more than 2 checks within a 3-year period are returned, payments must be made by CASH, CREDIT CARD, or MONEY ORDER for the next four (4) billing*

METER RE-READ FEE (at customer's request): $20.00

METER TESTING FEE (at customer's request): $50.00

ONLINE ACCESS

Go Green! Register and receive your utility bill by email, please visit:
www.rockvillemd.gov/ebill

To register and pay your bill online or setup automatic payments, please visit:
www.rockvillemd.gov/onlineutilitypayment

(ATTACHMENT C)
City of Rockville
Water Utility Billing Software
CERTIFICATION OF COMPLIANCE WITH
MINIMUM QUALIFICATIONS OF RFP

I have read, understand and agree to comply with the minimum requirements specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____   NO _____   SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

Exceptions Summary Form

MINIMUM REQUIREMENT LETTER	EXPLANATION OF NON-ACCEPTANCE

(ATTACHMENT D)
A F F I D A V I T

I hereby affirm that:

I am the _____ **and the duly authorized representative of the firm of**
_____ **whose address is** _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am

acting.
I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

   (1) bribery, attempted bribery, or conspiracy to bribe.
   (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
   (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
   (4) a criminal violation of an anti-trust statute.
   (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
   (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
   (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]._____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.
Signature and Title_____**Date**_____

RETURN THIS FORM WITH PROPOSAL

NAME OF PROPOSER_____   82

(ATTACHMENT E)
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE
Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. *Workers' Compensation* 2. *Employers' Liability*	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $500,000 policy limits Bodily Injury by Disease: $100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. *Commercial General Liability* a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. *Automobile Liability* a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. *Excess/Umbrella Liability*	Each Occurrence/Aggregate: $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. *Professional Liability*	Each Occurrence/Aggregate: $1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION
No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

NAME OF PROPOSER_____

(ATTACHMENT E - CONTINUED)
INSURANCE REQUIREMENTS

ADDITIONAL INSURED
The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS
All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER
The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

(ATTACHMENT F)
SAMPLE FORM – DO NOT RETURN

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2012 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the **"CITY"**, and <CONTRACTOR'S NAME> hereinafter referred to as **"CONTRACTOR".**

WITNESSETH

WHEREAS, the City desires the Contractor to provide <DESCRIBE THE SERVICE>

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the <letter agreement dated xxx **or** RFP# and title> hereto attached a made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated xxxx hereto attached a made a part hereof and identified as Exhibit "B" ; <reference other attachments as necessary> In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. <if numerous exhibits list prevailing exhibit(s)>

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

(ATTACHMENT F - CONTINUED)
SAMPLE FORM – DO NOT RETURN

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through <TERM/ OR COMPLETION DATE>

8. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit

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(ATTACHMENT F - CONTINUED)
SAMPLE FORM – DO NOT RETURN

"A" for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Exhibit "A" by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed <OR LUMP SUM $>. In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the City of Rockville, Attn: Mr. xxxx, 111 Maryland Avenue, Rockville, MD 20850.

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(ATTACHMENT F - CONTINUED)
SAMPLE FORM – DO NOT RETURN

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST   THE MAYOR AND COUNCIL OF
              ROCKVILLE

_____ By:_____
City Clerk   City Manager

ATTEST   <CONTRACTOR NAME>
_____ By:_____(Seal)

_____ _____
   Print or Type Name   Print or Type Name

_____ _____
   Print or Type Title   Print or Type Title

Approved as to form and legality:

_____
City Attorney

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(ATTACHMENT G)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(PROPOSAL 1.2017)

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

   Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.

5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at:http://rockvillemd.gov/business/bids.htm#bids

   Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

   Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.

9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.

(ATTACHMENT G - CONTINUED)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

    Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

    http://www.rockvillemd.gov/documentcenter/view/74

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.

15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.

16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

    Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager),111 Maryland Avenue, Rockville, MD 20850.

17. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:

    http://www.rockvillemd.gov/index.aspx?nid=234

NAME OF PROPOSER_____   90

(ATTACHMENT G - CONTINUED)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

18. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

19. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

20. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

21. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.

22. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

23. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

    All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

24. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.

25. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

26. **ABANDONMENT, DISSOLUTION AND RESTRUCTING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.

27. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

    Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

(ATTACHMENT G - CONTINUED)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

28. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

29. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

30. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.   Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

32. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

33. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

(ATTACHMENT G - CONTINUED)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

34. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

35. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

36. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

37. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

38. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

39. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

    The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

40. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

    Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

41. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

(ATTACHMENT G - CONTINUED)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

42. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

43. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed , and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

44. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

45. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

46. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.

47. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.

48. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.